Village Board Agenda

February 11, 2020
Agenda Review Meeting - 7:30 PM - Trustees Room
Village Board Meeting - 8:00 PM - Rutherford Hall

Roll Call

Pledge of Allegiance

Minutes

➢ Village Board Meeting of January 28, 2020

Bills & Payroll

➢ Trustee Lewis

Mayor’s Comments

Manager’s Comments

Public Comments

Trustee Liaison Reports
Agenda Items

Trustee Arest

- Resolution re: Establishing Fiscal Year 2020-21 Recreation Fees and Charges

Trustee Crandall

- Resolution re: Climate Smart Communities Pledge
- Resolution re: Authorization to Execute Master Contract for Municipal Food Scraps Reduction, Food Donation, and Food Scraps Recycling Grant

Trustee Veron

- Resolution re: Subdivision Recreation Fee 26 Overhill Road - Section 1, Block 2, Lot 3
- Resolution re: Authorization of Change Orders for VM Contract #1228 – General Construction, Scarsdale Public Library Renovation and Expansion Project
- Resolution re: Acceptance of Little Free Library Kiosk Gifts

Trustee Waldman

- Resolution re: Authorization to Execute a Collective Bargaining Agreement with the Scarsdale Police Benevolent Association
- Resolution re: Termination of VM Contract #1247 - Grounds Maintenance

Written Communications (3)

- Mayra Rodriguez Valladares – Speeding on Fenimore Rd.
- Howard Weinberg – Freightway Redevelopment Project
Town Board Agenda

Town Board Meeting
February 11, 2020
Rutherford Hall, Village Hall

Roll Call

Minutes

➢ Town Board Meeting of January 14, 2020

Reports

➢ Report of the Custodian of Taxes as of January 31, 2020

Public Comments

Future Meeting Schedule

Tuesday, February 11, 2020

➢ 6:00 PM – Village Board Work Session – 3rd Floor Meeting Room

  1. Traffic Safety Discussion

Tuesday, February 25, 2020

➢ 6:00 PM – Village Board Work Session – Trustees Room

  1. Cyber Security
     Executive Session

➢ 7:30 PM Agenda Meeting

➢ 8:00 PM Village Board Meeting

FY 2020/21 Budget Discussions

Village Board Work Sessions

Monday, February 10, 2020 – 6:00 P.M. Trustees Room
Tuesday, March 10, 2020 – 6:30 P.M. Trustees Room
Briefing Sessions – 3rd Floor Meeting Room

Thursday, February 27, 2020 – 7:00 P.M. – Operating Budget
Wednesday, March 4, 2020 – 7:00 P.M. – Capital Budget

Village Hall Schedule

Wednesday, February 12, 2020
Lincoln’s Birthday – Village Hall Closed

Monday, February 17, 2020
President’s Day – Village Hall Closed
THREE THOUSAND THREE HUNDRED FORTY-THIRD

REGULAR MEETING

Rutherford Hall
Village Hall
January 28, 2020

A Regular Meeting of the Board of Trustees of the Village of Scarsdale was held in Rutherford Hall in Village Hall on Tuesday, January 28, 2020 in Rutherford Hall at 8:12 p.m...

Present were Mayor Samwick and Trustees Arest, Crandall, Lewis, Ross, Veron, and Waldman. Also present were Village Manager Stephen Pappalardo, Deputy Village Manager Cole, Assistant Village Manager Richards, Village Attorney Pozin, Deputy Village Attorney Garrison, Village Treasurer McClure, Village Clerk Conkling, and Assistant to the Village Manager Katzin.

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The minutes of the Regular Board of Trustees Meeting of Tuesday, January 14, 2020 were approved on a motion entered by Trustee Ross, seconded by Trustee Crandall and carried unanimously.

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Bills & Payroll

Trustee Crandall reported that she had audited the Abstract of Claims dated January 28, 2020 in the amount of $1,282,043.37 which includes $5,250.36 in Library Claims previously audited by a Trustee of the Library Board which were found to be in order and she moved that such payment be ratified.

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

RESOLVED, that the Abstract of Claims dated January 28, 2020 in the amount of $1,282,043.37 is hereby approved.

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Mayor's Comments

None.

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Manager’s Comments

Village Manager Pappalardo welcomed William Brady, Chief Planner of the Westchester County Planning Department who gave a presentation on the importance of the upcoming 2020 U.S. Census. The Census is the basis for determining electoral districts, and thus, an accurate count of Scarsdale residents is critical to maintaining representation at the local, State and Federal levels. It is also the basis for awarding public funds for a variety of projects and to a variety of agencies, including local libraries, roads and infrastructure, as well as education and certain health care support. Census Day is April 1, 2020, and for the first time, residents will have the ability to respond to the Census on line if they so choose. Others may respond by mail or telephone. All responses are confidential. Village Manager Pappalardo thanked Mr. Brady for attending this evening’s meeting.

Mr. Brady presented a slide show to those present regarding the upcoming U.S. Census. He stated that the census is mandated by the Constitution and is used in apportionment of the political districting, Federal, State, and County level. However, most importantly it is used in apportionment of funds down from the Federal Government and is approximated at $880 billion and relies on the census for distribution around the country.

Mr. Brady stated that this is the first time the census will be online which may present some challenges but it is hoped it will make it easier to fill out the information. Census takers will be coming out at later dates when people do not answer the census. He stated that there are very few questions and he pointed out that there is no citizenship question on this census.

Mr. Brady noted that the other survey, the American Community Survey, which is done by the U.S. Census Bureau are surveys that are sent out every month around the country to a small sample of people that asks many questions about income, place of employment, etc. He stated that some people may be getting these surveys the same month as the census questionnaire.

Mr. Brady then went through a slide presentation regarding the upcoming census, stressing that all information received is confidential. He spoke about the concern of the response rate to the surveys in the past and noted that the citizenship question has been eliminated for the 2020 census. It is hoped that the elimination of this question from the census will encourage more people to respond. He stated that presentations such as the one this evening are being made to all the municipalities in the County – they are trying to get the word out to allay some of the concerns, such a privacy, distrust in government, etc., and educate people as to the benefits of responding.

There will be heavy focus on getting a better response rate to the census in certain parts of the County that had low response rates for the last census. Letters will be going out this March; most people will be getting a census invitation to go online with a code and answer the census online. After another letter and a subsequent postcard, if you do not respond, a form will be sent to you in the mail and another reminder. He noted that the return address on the mailing from the census is Jeffersonville, Indiana, and that is a legitimate return address.
Answering the census online is simple. The census is available in many languages; if you contact the census bureau, you can obtain a census form in any of 59 languages, including braille and large print.

Mr. Brady stated that if anyone has trouble with the online census, or does not have a computer, they can answer the census at any of the libraries throughout Westchester County. There are other census hubs being established at community centers, senior centers, and other places.

Regarding the privacy concern, Mr. Brady stated that census workers will be working between 9 am and 9 pm and on the weekends. They will have a badge that includes their name and a photograph and something that will say the Department of Commerce with a watermark on the ID and an expiration date. They will carrying a bag with a census logo and they will provide a census bureau letter.

Mr. Brady went over the items that a census worker would not ask, such as those that scammers would ask for – bank account numbers, credit card numbers, social security number, identification, driver’s license, etc. You will just be filling out the census form. They will not ask to enter your home.

There will be many ads put out by the census bureau to increase awareness of the 2020 census. They will be working a lot with seniors because this is the first time they will not be getting a census form. The County has its own website www.westchestergov.com/census2020. There are nice resources there for people to review. He asked the Village to spread the word that it is everyone’s duty to fill out a form. For every person that doesn’t get counted, it costs your municipality approximately $2,500 per year. So, if 400 people in your municipality don’t answer the census, it will cost the municipality approximately $1 million per year. Several hundred people that don’t answer the census will cost the municipality approximately $1 million in road improvements, fire and safety funding, etc. from the Federal government. It is important to get a complete count.

Mayor Samwick thanked Mr. Brady for his presentation and asked if anyone had any questions.

Trustee Crandall stated that Scarsdale has an international community and asked if there was any type of translation service available.

Mr. Brady stated that there are many languages available if you go to the website; however, you could contact the census bureau should there be a specialized language. There are approximately 60 languages that forms are available in.

Trustee Crandall also noted that some residents own vacation homes, so what can they do if they receive the form at the other address?

Mr. Brady stated that generally, it is where you will be on April 1st or if you are on vacation on April 1st, you would still answer for your Scarsdale address, or your primary address where you live most of the year.
Robert Harrison, 65 Fox Meadow Road, noted that Blanca Lopez was listed on this evening’s agenda as the presenter on the 2020 Census this evening.

Mr. Brady responded that Blanca Lopez is with the Westchester County Executive’s office and she is one of the primary persons doing the outreach and organizing the census effort. Today, the County Executive had a census kick-off at Pace University which was televised – there is much more information at www.westchestergov.com/census.

Mr. Harrison noted the comment made earlier by Mr. Brady concerning the loss of $2,500 per person not counted and wanted to clarify that some of these funds would be for roads for the State.

Mr. Brady stated that a lot of funding comes for a variety of different purposes from all different sorts of agencies, coming down from the Federal government.

Mr. Harrison asked if the Village gets any money for roads from the Federal government.

Village Manager Pappalardo stated that the Village does not get any money from the Federal government for roads; however, the Heathcote Road Bridge Project is being funded by the Federal government through a grant/Federal highway money. The project is administered on behalf of the Federal government by the New York State Department of Transportation. There is a lot of Federal money out there that is managed at the State level that is provided to local governments. The Popham Road Bridge was under that program and the Heathcote Road Bridge as well. Road resurfacing grant money funds come directly from the State of New York. The census would not affect road resurfacing.

Mr. Brady added that the census is still hiring people to work as census takers. The US Census pays approximately $23.00 per hour. This is something that young people could do when they are home for summer break. One should google “census jobs” and contact them directly. They will be hiring thousands of people in Westchester and Putnam Counties.

Diane Greenwald, stated that she has been informed by Elizabeth Bermel, Library Director, that the Library Loft will have a census kiosk set up and dedicated/assigned and that the Library staff are being trained now.

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Public Comments

At this time, Mayor Samwick opened public comment.

Robert Berg, 32 Tisdale Road, stated that it has been almost one year since the resignation of Town Assessor Nanette Albanese. Scarsdale still does not have an Assessor which he feels is a serious problem. This is one of the senior positions on the Village staff and a very important position. He stated that he would like to know what the status is of filling that position. He noted that market conditions have changed enormously since the last assessment. If another reval is to be done in a reasonable amount of time, an assessor needs to be hired to
‘get their feet wet’, understand Scarsdale’s housing stock, and get familiar with the software. He stated that an assessor needs to be hired as soon as possible so that the Village is prepared to do a revaluation.

Secondly, Mr. Berg stated that he noticed in the agenda packet in the library materials, there is a spreadsheet concerning costs and projected costs, etc. He stated that when the library project was initially approved in June 2018, the cost was approximately $18.5 million, and now the projected cost is up to $21.7 million. He stated that he is interested in how the funding is going to work for that – where is the additional money coming from? And why is the cost up more than $3 million from the original amount?

Mayor Samwick responded to Mr. Berg with regard to the assessor position, he stated that it is not through a lack of effort and it is a major focal point of the Board. He stated that there have been quite a number of interviews and applications and it has been much more of a challenge than expected. The Board continues to try very hard to fill that role; however, the Village is very fortunate in that they do have assistance from an assessor from a neighboring town and an interim assessor who is doing a very good job and she is surrounded by a very strong group of people in the Assessor’s department. The Village will continue to get the assessment roles out. They have not given up on filling this position, in fact, there is an interview this week.

Village Manager Pappalardo noted that a number of people have been interviewed for the assessor position a number of times. They do want to make sure they find the right person for the Village; it is their way of approaching the department head hires. There are 15 department heads and these department heads are asked to do a lot. They need to find the right fit for the Village. It is a difficult job; there is a lot of technical expertise that is required and right now, it has been a challenge to find good professionals in the area. He also noted that it is difficult for people to move into Westchester County from outside due to expenses. They will keep interviewing people and eventually they will find a good person. Currently, the Assessor’s office is doing a tremendous job and they are running the office very well. The interim Assessor is doing a wonderful job. This has allowed the leeway to find the right person for the office.

Trustee Arest stated that there were quite a number of applicants for the Assessor’s office that would have happily taken the job. Because of the continuity and the priority was to keep that office working well from the beginning and a lot of effort was put into that, it has allowed them to be patient and find the right person. He stated that he hoped the community agrees that with the right process in place, which is the priority rather than the amount of time it might take.

In regard to Mr. Berg’s questions concerning the library costs, Mayor Samwick asked Paul Zaicek, Project Manager, to come forward to explain.

Paul Zaicek stated that in June 2018, the estimated project cost was $20,187,000. The funding in place at that time was $20,275,000. The total cost projected now is $21,740,000 which is $1.5 million over that. But the majority of that is for the furniture and shelving which is being awarded this evening. That money is coming from the library general fund; no additional money is being put into the project. The other portion of that $1.5 million are
change orders that occurred during the project and also for additional architectural and construction management fees. Again, most of that money is coming from the library general fund and existing funding that we had in place.

Mr. Zaicek continued, stating that construction grants were received recently in the amount of $140,000. Another $65,000 is being transferred from the children’s room 2019-2020 trust fund. No additional money is being put into the project; only existing funds, grants, and trust funds.

Village Manager Pappalardo stated that the furniture and fixtures were intentionally not included in the bids because they knew they could get better pricing from New York State contracts. This was planned. We knew we would have enough library fund balance available to go ahead and make that purchase. We are at that point now, and that is what we are doing tonight.

**Robert Harrison**, 65 Fox Meadow Road, noted that the Board had a long budget meeting yesterday. He complimented the Board on their hard work – the Board started at 10:30 am until approximately 9:30 pm. He stated that the sessions he attended were excellent and informative. Some good decisions were made, such as keeping the water rate unchanged. He stated that he hoped the Board could keep the numbers as low as possible.

Mr. Harrison noted that the pool membership has declined in the past ten years. In regard to fees and charges, he noted that the Board is raising the rate for pool membership. He stated that he is not a proponent of raising rates when membership is declining. He asked the Board to reconsider some of those rates.

Mr. Harrison distributed programs from David Stern’s memorial service held at Radio City Music Hall, attended by 3,000 persons. He stated that David was a giant in the world and had a tremendous impact on the world of sports and humanity. He and his wife Diane lived in Scarsdale for 40 years and their children attended Scarsdale schools.

Mayor Samwick thanked Mr. Harrison for his compliment on the Board’s hard work on the budget, stating that it means an enormous amount to them. He noted that Mr. Harrison has been following the budget for a long time, measured in decades, as well as serving on the Board.

Mr. Harrison stated that the Board is doing a great job and looking at things carefully.

As there were no further comments, Mr. Samwick closed the public comment session at this time.

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**Trustee Liaison Reports**

Trustee Veron reported “as liaison to the Scarsdale Chinese Association, I’d like to acknowledge the arrival of the Lunar New Year on Saturday, January 25, 2020. On behalf of
the entire Board and Village staff, we wish you great happiness and prosperity. Happy Lunar New Year.

I’d also like to provide a library update. From a personal perspective, the library project has been an incredible journey. When I arrived on the Village Board, I was brand new to the project (although the project planning had been taking place for years before). Then, we were at a moment of drilling down on community needs, visiting libraries near and far, and working to right size the project. After considerable outreach and analysis, we agreed to a public private partnership, funding the renovation and expansion with a public bond and generous private contributions. As we can all see, those steps taken years ago are about to pay off into an awe-inspiring community gem. Tonight, we are far enough along that we are speaking about the finishing touches - the furniture and shelving - what we need to make the library an inviting, happening place that we’ve all been imagining. The resolutions come later tonight, but now I want to let the community know that your fellow neighbors and dedicated Village staff have devoted countless hours to getting it right - making sure the purchases are fiscally prudent, aesthetically pleasing and very comfortable. On behalf of this entire Board, we offer the Library Board and Building Committee our sincerest appreciation, and we can’t wait until the doors open later this year.

My final library comment is to encourage the community to come out in three days for the Scarsdale Spelling Bee. Our Mayor will be a judge. It is Friday, January 31st at 7:30 pm at the High School and you will have an opportunity to be a spectator if you are not already on the team. The doors open at 6:45 pm to purchase food and get on silent auction items. Food will be provided by Chopt, Gianonni’s, Once upon a Little Cupcake, and there will also be trivia for the audience between rounds and there will be prizes. Mostly it is going to be a phenomenal event. Use the Brewster Road entrance and please join the entirety of the community in lifting up the library.”

Trustee Crandall reported that “the Conservation Advisory Council will be at the Library Spelling Bee. It's going to be a zero waste event where the recyclables and food waste will be separately collected. As liaison to the CAC, I will be supervising the receptacles. Please stop by to say "hello" – and, of course, to support our Scarsdale Public Library. Can’t wait until it opens.

The Jr. League of Central Westchester is another one of my liaison assignments. It is a nonprofit women's organization committed to promoting volunteerism, developing the potential of women; and improving the community through the effective action and leadership of volunteers. The Junior League is holding two information sessions for women in the area. The first one is tomorrow, Wednesday, January 29th at 8:00 pm and the other is this Friday, January 31st at 9:30 pm. More information is available at www.jlcentralwestchester.org. I also saw a posting on Facebook in the Scarsdale buzz section.

Finally, Scarsdale is quite special. We are a welcoming community but it is up to each and every one of you to step out the door. In addition to the Spelling Bee and the Junior League event, we also have the Scarsdale Forum Winterfest party this Saturday at 7:00
pm. Very few people know that Trustee Jonathan Lewis was the person who got it started. He actually shoveled the parking lot at one of our local event places – it was a stormy night, we were dressed in blue jeans and sweaters; it was quite casual back in those days with hot dogs and homemade beer by local resident Bruce Wells. Trustee Lewis had the idea that we needed an informal event that was inexpensive to make it possible for more people to step out the door to become part of the community. So please come out, show up at the door. You can pay there; there might still be time to get your tickets at the Scarsdale Forum website. But please come out and say hello and be part of your community – it’s a great one. Thank you.”

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Trustee Arest thanked Mr. Harrison for giving everyone a sneak peek and getting everyone excited for his following comments about the budget. Trustee Arest reported, “As many know, the Village is well underway in drafting its 2020-2021 budget. The incredible amount of work done by our Village staff led by our Village Manager and Treasurer has been evident and their efforts and assistance while we carry out the very important role of oversight is certainly appreciated.

Yesterday was an all-day session, and I do mean all day, I believe it was over 10.5 hours. We were very pleased to have a number of residents attend the meeting and we even had one resident stick with us the entire time, thank you Ms. Hintermeister. We met with department heads to receive updates and review and question their respective departments’ financials for both this year and next. There will be many updates over the coming weeks as we continue but for now I would like to share the following:

- I believe the Board’s role is to ensure that our Village is delivering the services that our residents want in as efficient a manner as possible. That will not change this year BUT, I think it is important to note that everyone involved in managing the budget process is well aware of the various constraints facing our community, of course including the limited deductibility of State and local taxes. We will continue to ask tough questions about how the services provided are executed but also which services should be offered as well as how much we should charge for those services that come with an additional fee. To give you an example, when discussing the pool complex, where a large amount of improvements will need to be made over the coming two years, we discussed commissioning a survey of the community to ensure that the money invested is used wisely and that the end result can provide greater enjoyment as well as a greater revenue stream to the Village. So, do we want a water feature? Furniture? Storage? Or perhaps a bubble to enclose the pool in the winter and provide year round swimming? Stay tuned for announcements regarding the survey. As always, we want to hear from you.

Our enrollment has continued to decline at the pool in past years and such a study should also shed light on what we may already do well as well as what we can do better. I should note that the aforementioned survey will strive to get feedback and determine priorities for other services outside of the pool area as well. We also spent time looking at ways to increase revenue in the present and are working on a few trial
options for permits such as including Village and School Personnel and reducing the number of years a resident needs to live in Scarsdale before they are eligible for privileges after they move out of the community. The current requirement is 30 years of residency and Mr. Harrison suggested 20 years was deserving and it might also create additional demand for permits. Thank you, Mr. Harrison.

- The first pass for the 2020-2021 budget, which I would like to note barring unfortunate surprises is typically a conservative exercise and indicative of something closer to a worst case scenario, was an increase of 2.4% in the tax levy from the adopted 2019-2020 budget. While it should not be of any concern this year, for anyone interested, the state cap applicable to this budget’s tax levy is 4.73%.

- While we never like to see new taxes, the increased sales tax has been a very welcome source of revenue that diversifies our revenues away from property taxes. We are projecting an increase of roughly $825,000 from the new sales tax that was adopted by the State on behalf of Westchester County in 2019. An important note is that while the actual increase is approximately $1,000,000, $186,000 of that is allocated to reimbursing the State’s AIM funding. AIM funding is Aid and Incentives for Municipalities and has historically been an unrestricted source of revenue provided by the State to local municipalities. Rather than remove our AIM funding last year as the Governor had planned, the funding was allowed to remain but only to be reimbursed by the increase in sales tax to Westchester municipalities. There has also been an increase in sales tax revenue for part of 2019-2020 and of course any monies that become surplus will be considered for transfer to our capital fund to pay for important projects thereby offsetting the tax burden that would have otherwise been created. We have been very successful using surplus funds over the years to pay for items and projects such as public works equipment and of course, road resurfacing.

- Health care costs appear to have moderated in 2020. In fact, they have decreased for the first time in recent history. Maybe longer than that. While we do not expect this to become a trend, we are cautiously optimistic about what it could mean for the near future.

- Fortunately CHIPS and PAVE-NY, State funding for road repair and resurfacing, have been included in the Governors proposed budget although the Extreme Winter Recovery program will likely not be renewed and will result in a loss of approximately $75,000 to the Village. We are fortunate that a previous Board and our Village staff had the foresight to amend our code to require utility providers and others who obtain permits to make street openings to pay to repave curb to curb rather than for patchwork. This has certainly been beneficial and will continue to be in 20-21 with an expected increase in such work.

- Workers comp claims are up but our HR director will be reinstating and overseeing an employee safety committee which will work to keep our employees safe and is expected to have the ancillary benefit of reducing claims going forward.

- Contract agreements as well as rulings from mandatory arbitrations have led to increases in Personnel and Personnel related costs.
• Mortgage tax is expected to be down at least $100,000 in 2019-2020 from what was adopted but should remain flat or see modest growth from this lower number in 2020-2021.

• Cable franchise fees which has consistently amounted to $400,000 or more remains an area of concern as we have seen unfavorable rulings out of Washington and more and more residents continue to move away from conventional cable offerings.

• We have seen a reduction of water usage by 4% from 2019 back to 2018 mostly thanks to leak detection and efforts by our terrific Water Department as well as the impact of water rate changes. We had a long discussion discussing our water rates and the rate structure. We are proud to have some of the lowest water rates in the area as well as one of the more progressive. But, the problem we face, is that our water system will require at a minimum $25 million over the next two decades. As a self-sustaining enterprise fund, it is almost certain that our current rates will not support such spending. We are about to embark on a master plan for our water system that will include the help of a rate specialist. It appears the ultimate consensus for 20-21 will be to keep our rates constant in recognition that our residents have seen steep increases in their water rates in recent years. We will certainly make great efforts over the coming year to keep the community informed about our infrastructure needs as well as the expected impact to water rates over the coming years.

• These are of course only a handful of issues and as I said, there will be plenty more information to come. We have a meeting to review and discuss certain fees and the capital budget for 20-21 at 6:00 pm tomorrow evening here at Village Hall. All are welcome and encouraged to attend.

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Trustee Arest

Trustee Arest reported on the statements of expense and revenue for the first seven months of fiscal year 2019-2020.

General fund appropriations were 57.84% spent as of December, 2019 as compared to 59.60% in 2018-2019.

General Fund Revenues other than property taxes are $10,657,381 through December 2019 compared with $10,556,688 in the first seven months of last year. This represents an increase of $100,693 from 2018-2019. Overall revenue from Special Assessments and Delinquent Tax collections increased $69,263. Gross receipts taxes are down $17,500. Sales tax receipts increased $138,600 reflecting the increase in the County Sales Tax rate that took effect in August. Building Permit revenue (included in License and Permit category) increased $99,700 from last year related to a large receipt. Again, overall, (inclusive of building permits), License and Permit revenue is up $148,300. The largest impacts in the Insurance Recovery and Equipment sales of $229,300 are in the
reimbursement for special details which is up $99,700 from last year and the receipt of over $94,100 from Con Edion for paving reimbursement. Parking revenue is down $12,500. Investment earnings declined $79,700 reflecting lower rates and longer maturities. While Recreation revenue improved $46,600, Departmental Revenue declined $96,400 since 2018-2019 was impacted by a late snow reimbursement and there were significant purchases of food recycling materials and disposal fees. Mortgage Tax dropped $279,700, Court fines are down $100,900 and State aid is down $134,200 as New York State has changed the timing of the AIM aid to the end of the fiscal years (Town and Village). The decline in property rentals reflects a timing difference in the receipts and the expiration of some leases.

The actual collection of Village taxes through December, 2019 is at 99.42%. This is almost identical to last year’s collection rate.

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Trustee Arest stated the following resolutions concern the acceptance of gifts on behalf of the Village and the Police Department. He stated that one of the things that make this community so lucky is all the volunteers that give all their time to make things better for everyone, but the generosity of people donating money is another thing as well. The following gifts, as well as others this evening, are perfect examples of that.

Upon motion entered by Trustee Arest, and seconded by Trustee Veron, the following resolution regarding the Acceptance of a gift from the Bowman Family Foundation for the Scarsdale Police Department was approved by a unanimous vote:

WHEREAS, The Bowman Family Foundation has presented a $2,000 gift to the Village of Scarsdale Police Department for the purpose of providing funding to support Police Department projects selected by the Police Chief and approved by the Village; and

WHEREAS, pursuant to Policy #106 of the Village of Scarsdale Administrative Policies and Procedures Manual, entitled “Gifts to the Village of Scarsdale,” acceptance of all gifts valued at $500 or more must be approved by the Village Board of Trustees, now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of $2,000 from the Bowman Family Foundation; and be it further

RESOLVED, that said funds be deposited into the Police Department Expendable Trust Account (#TE 93-08); and be it further

RESOLVED, that the Village Board of Trustees hereby extends its heartfelt thank you to the Bowman Family Foundation for their generosity.

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Upon motion entered by Trustee Arest, and seconded by Trustee Veron, the following resolution regarding the Acceptance of a gift from the Fenway Charitable Fund Committee for the Scarsdale Police Department was approved by a unanimous vote:

WHEREAS, in recognition of the Scarsdale Police Department’s efforts and achievements in promoting public safety, the Fenway Charitable Fund Committee, Old Mamaroneck Road, Scarsdale, NY, has presented a $5,000 gift to the Village of Scarsdale to be used by the Scarsdale Police Department toward purchase of equipment deemed by the police chief to be most important to assist in the safety of Scarsdale’s police officers and/or the general public; and

WHEREAS, pursuant to Policy #106 of the Village of Scarsdale Administrative Policies and Procedures Manual, entitled “Gifts to the Village of Scarsdale,” acceptance of all gifts valued at $500 or more must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of $5,000 from the Fenway Golf Club; and be it further

RESOLVED, that the $5,000 gift be deposited into the Police Department Expendable Trust Account (#TE 93-08); and be it further

RESOLVED, that the Village Board of Trustees hereby extends its thanks and appreciation to the members of the Fenway Golf Club for their generosity.

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Trustee Ross

Trustee Ross stated that he has a resolution regarding acceptance of a gift from the Fenway Charitable Fund Committee, and he added that he would like to point out that this gift is part of a long standing tradition on the part of the Fenway Golf Club in support of the Fire Department. He gratefully acknowledged not only this gift but also the sustained effort to support our local services.

Upon motion entered by Trustee Ross, and seconded by Trustee Crandall, the following resolution regarding the Acceptance of a Gift from the Fenway Charitable Fund Committee for the Scarsdale Fire Department was approved by a unanimous vote:

WHEREAS, in recognition of the Scarsdale Fire Department’s provision of essential public safety services to the Scarsdale community, the Fenway Charitable Fund Committee, Old Mamaroneck Road, Scarsdale, NY, has presented a $5,000 gift to the Department to assist with the purchase of equipment deemed most important to assist in the safety of Scarsdale's firefighters and/or the general public; and
WHEREAS, pursuant to Policy #106 of the Village of Scarsdale Administrative Policies and Procedures Manual, entitled “Gifts to the Village of Scarsdale,” acceptance of all gifts valued at $500 or more must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of $5,000 from the Fenway Golf Club; and be it further

RESOLVED, that the $5,000 gift be deposited into the Fire Department Gift Account (#TE 93-09); and be it further

RESOLVED, that the Village Board of Trustees hereby extends its thanks and appreciation to the members of the Fenway Golf Club for their generosity.

********

Trustee Veron

Trustee Ross stated that he will recuse himself from the following two resolutions.

Trustee Veron stated that the following resolutions she referenced earlier in her liaison report.

Upon motion entered by Trustee Veron, and seconded by Trustee Arest, the following resolution as amended, Authorizing Purchase and Installation of Furniture for Public Library Expansion and Renovation Project, and Authorizing Transfer from Library Fund Balance was approved by the vote indicated below:

WHEREAS, purchase and installation of the Library furniture was not included in the Library project construction contract bid documents because the Library Building Committee determined that better pricing could be obtained by purchasing the furniture through the New York State Contract System and/or approved purchasing consortiums; and

WHEREAS, the Library Building Committee has collaborated with Dattner Architects (Dattner) in the identification of functional, durable, and cost effective furniture for the Scarsdale Public Library Renovation and Addition Project; and

WHEREAS, upon Library Board approval of the recommended furniture purchases, Dattner solicited quotes from furniture vendors eligible to supply and install the specified items pursuant to the New York State Contract System and/or approved purchasing consortiums, having received three proposals, as summarized in the attached bid summary; and
WHEREAS, representatives from the Building Committee and Dattner interviewed Arenson and Alianza, the furniture vendors that submitted the two lowest proposals, and attended in-depth presentations by the two vendors covering their respective abilities to successfully complete the procurement and installation of the Library furniture; and

WHEREAS, the second lowest bidder, Arenson, was identified by the Library Building Committee and Dattner as the vendor best qualified to successfully complete the furniture procurement and installation for a total of $373,105.16, as specified through New York State Cooperative Purchasing system, plus a 5% contingency to account for any potential changes in NYS cooperative purchasing pricing; and

WHEREAS, the non-New York State (NYS) contract items in Arenson’s proposal total $37,692.43 (inclusive of a 5% contingency) for purchase, delivery, and installation of the items detailed in the attached spreadsheet, which will be purchased separately in accordance with the Village’s Internal Control Policy using a portion of the requested Library Fund Balance transfer; and

WHEREAS, the Building Committee, Dattner, and Library Board recommend authorizing a Purchase Agreement with Arenson, 1115 Broadway, New York, for $373,105.16, inclusive of a 5% contingency, for the purchase, delivery, and installation of all furniture identified in Exhibit “A” of the Agreement; and

WHEREAS, funding for the Purchase Agreement is available from the Library Fund Balance, currently $1,234,852, which reflects savings in association with reduced Library operating costs during the construction period; now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized and directed to execute the Purchase Agreement with Arenson, 1115 Broadway, New York, NY 10010, in the amount of $373,105.16, inclusive of a 5% contingency, in substantially the same form as attached, and to undertake administrative acts as may be required under the terms of the contract; and be it further

RESOLVED, that $411,000 be transferred from the Library Fund Fund Balance to the Library project Furniture Capital Account #HL-7497-964-2020-071 for purchase and installation of furniture at a cost of $373,105.16, inclusive of a 5% contingency, as well as the purchase and installation of non-New York State Contact items totaling $37,692.43, also inclusive of a 5% contingency.

AYES      RECUSED      NAYS      ABSENT
Trustee Arest  Trustee Ross   None     None
Upon motion entered by Trustee Veron, and seconded by Trustee Arest, the following resolution Authorizing Purchase and Installation of Shelving and Display Units for Public Library Expansion and Renovation Project was approved by the vote indicated below:

WHEREAS, purchase and installation of the Library furniture was not included in the Library project construction contract bid documents because the Library Building Committee determined that better pricing could be obtained by purchasing the furniture through the New York State Contract System and/or approved purchasing consortiums; and

WHEREAS, the Library Building Committee has collaborated with Dattner Architects (Dattner) in the selection of the appropriate shelving and display units for the Scarsdale Public Library Renovation and Addition Project; and

WHEREAS, upon Library Board approval of the recommended shelving and display unit purchases, Dattner solicited quotes from vendors eligible to supply and install the specified items pursuant to the New York State Contract System and/or approved purchasing consortiums, having received four proposals, as summarized in the attached bid summary; and

WHEREAS, representatives from the Building Committee and Dattner reviewed the shelving and display unit proposals and visited libraries that have previously installed said units, having collectively determined that BCI Libraries shelving and display units best meet all requirements, with the Library Board having concurred; and

WHEREAS, the lowest responsible proposal was submitted by Longo Associates, Inc., Ramsey, NJ, an authorized reseller of the preferred BCI Libraries shelving and display units, at a total cost of $454,829.08, as specified through the Interlocal Cooperative Purchasing System known as TIPS, of which the Village is a current member; and

WHEREAS, the Building Committee, Dattner, and Library Board recommend authorizing a Purchase Agreement with Longo Associates, Inc., 110 Hilltop Road, Ramsey, NJ 07446, in the amount of $454,829.08, for the purchase, delivery, and installation of all shelving and display units identified in Exhibit “A” of the Agreement; and
WHEREAS, funding for the Purchase Agreement is available from the Library Fund Balance, currently $1,234,852, which reflects savings in association with reduced Library operating costs during the construction period; now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized and directed to execute the Purchase Agreement with Longo Associates, Inc., 110 Hilltop Road, Ramsey, NJ 07446, in substantially the same form as attached hereto, in the amount of $454,829.08 for the purchase and installation of the shelving and display units, and to undertake administrative acts as may be required under the terms of the Agreement; and be it further

RESOLVED, that $454,829.08 be transferred from the Library Fund Fund Balance to the Library project Furniture Capital Account #HL-7497-964-2020-071, for the purchase and installation of the Library shelving and display units.

AYES  RECUSED  NAYS  ABSENT
Trustee Arest  Trustee Ross  None  None
Trustee Crandall
Trustee Lewis
Trustee Ross
Trustee Veron
Trustee Waldman
Mayor Samwick

*******

Upon motion entered by Trustee Veron and seconded by Trustee Crandall, the following resolution regarding Acceptance of a Gift for the Scarsdale Public Library Addition and Renovation Project was approved by a unanimous vote:

WHEREAS, the Scarsdale Library Master Plan, dated June 10, 2013, supported by the Scarsdale Village Board of Trustees via resolution dated April 8, 2014, identified a number of building renovations and additions that would transform the Library into a multi-purpose community asset for future generations, maintain its preeminent status among free public libraries in the County and State, enhance its technological capacity to further library services, and create a physical environment constituting a welcoming and versatile learning center; and

WHEREAS, the Library Addition and Renovation Project is anticipated to cost $20,875,218, inclusive of a 5% construction cost contingency, with over $8,000,000 in project funding already raised through the Library Capital Campaign, courtesy of the philanthropy exhibited by Scarsdale residents; and
WHEREAS, the following donation has been offered to the Scarsdale Public Library Addition and Renovation Capital Improvement Project:
Friends of the Scarsdale Library - $193,789.45; and,

WHEREAS, pursuant to Policy #106: “Gifts to the Village of Scarsdale” of the Village of Scarsdale Administrative Policies & Procedures Manual, acceptance of all gifts valued at $500 or greater must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Village Board hereby accepts the following gifts toward the Scarsdale Public Library Master Plan Improvement Project: $193,789.45.00 from the Friends of the Scarsdale Library; and be it further

RESOLVED, that the Village Treasurer take the necessary steps to complete the transaction and accept the financial gift totaling $193,789.45 and deposit said funds into the Library Capital Campaign Account; and be it further

RESOLVED, that the Board of Trustees hereby extends their heartfelt thanks and great appreciation to the Friends of the Scarsdale Library for their generosity and commitment to the Scarsdale Public Library and the community it serves.

********

Upon motion entered by Trustee Veron and seconded by Trustee Crandall, the following resolution regarding Acceptance of a Gift to the Scarsdale Public Library was approved by a unanimous vote:

WHEREAS, Jonathan Shugar has made a $1,000 donation to the Scarsdale Public Library in support of the Rappaport-Shugar Fund; and

WHEREAS, pursuant to Policy #103: “Gifts to the Village of Scarsdale” of the Village of Scarsdale Administrative Policies & Procedures Manual, acceptance of all gifts valued at $500 or greater must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Village Board hereby accepts the gift of $1,000 from Jonathan Shugar to the Scarsdale Public Library; and be it further

RESOLVED, that the Village Treasurer take the necessary steps to complete the transaction and accept the $1,000 gift and deposit it in the Library’s Rappaport-Shugar Fund; and be it further

RESOLVED, that the Board of Trustees hereby extends their heartfelt thanks and great appreciation to Jonathan Shugar.
Upon motion entered by Trustee Waldman and seconded by Trustee Crandall, the following resolution regarding Authorization to Execute a License Agreement for Operation of a Food and Refreshment Concession at the Scarsdale Pool Complex was approved by the vote indicated below:

WHEREAS, the Scarsdale Municipal Pool Complex (Pool Complex), located at 311 Mamaroneck Road, includes a snack bar concession operated pursuant to a fee-based License Agreement with a private vendor; and

WHEREAS, the License Agreement with the current vendor, O’Neill’s Concessions, Yorktown, NY, expired upon completion of the 2019 pool season and staff distributed a Request for Proposals (RFP) to seven qualified companies on September 23, 2019; and

WHEREAS, on the proposal due date, October 18, 2019, a single proposal was received from the current concessionaire, O’Neill’s Concessions, 2071 Baldwin Road, Yorktown, NY 10598, for a total license fee of $82,000, with the balance of the vendors having indicated various reasons for not participating, including such factors as being too busy to take-on the commitment; and

WHEREAS, the proposed License term is for five years, including a Village option to renew for an additional five-year period upon the mutual agreement of the Licensee and the Village, subject to negotiation of any new terms the Village may deem appropriate at that time; and

WHEREAS, based on their positive track record of working collaboratively with Village personnel to successfully provide concession services to discerning clients at the Pool Complex for over twenty consecutive years, staff recommends that a five-year Food and Refreshment Concession License Agreement be awarded to the incumbent provider, O’Neill’s Concessions; now, therefore, be it

RESOLVED, that the Village Manager is herein authorized to execute a License Agreement with O’Neill’s Concessions, 2071 Baldwin Road, Yorktown, NY 10598, for the operation of a food and refreshment concession at the Scarsdale Municipal Pool Complex, 311 Mamaroneck Road, for a five-year term, expiring upon conclusion of the 2024 season, for a total fee of $82,000 to be paid in annual increments, as established in the License Agreement; and be it further
RESOLVED, that the Village Manager is herein authorized to renew the license agreement for an additional five-year period at the conclusion of the 2024 season, subject to mutual agreement of both parties; and be it further

RESOLVED, that the Village Manager is authorized to undertake other such administrative acts as may be required pursuant to the terms of the agreement.

<table>
<thead>
<tr>
<th>AYES</th>
<th>NAYS</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustee Arest</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Trustee Crandall</td>
<td></td>
<td></td>
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<tr>
<td>Trustee Lewis</td>
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<tr>
<td>Trustee Ross</td>
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<tr>
<td>Trustee Veron</td>
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<td></td>
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<tr>
<td>Trustee Waldman</td>
<td></td>
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<tr>
<td>Mayor Samwick</td>
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</tbody>
</table>

Before voting yes, Trustee Lewis stated that he has been a pool member for approximately two decades and that he has eaten frequently at this establishment. He is very pleased in the Whereas clause to be recognized as a discerning client.

********

Written Communications

Village Clerk Conkling reported that six (6) communications have been received since the last regular Board of Trustees meeting. All written communications may be viewed on the Village’s website at www.scarsdale.com.

- Six (6) emails were received regarding the Freightway Redevelopment Project from the following:
  - Three (3) emails from Mayra Kirkendall Rodriguez including a petition signed by opponents of the project.
  - Michael Levine
  - Steven Lipkin
  - Shahriar Shahida

********

Public Comment

Mayor Samwick opened the second public comment period at this time.

Robert Harrison, 65 Fox Meadow Road, stated that he noticed in the agenda packet that in regard to the resolution on the Library furnishings this evening, there is mention in a
memo attached of using the Village Supply Field funds of $267,900. He questioned why those funds are being used for the library furnishings.

Village Manager Pappalardo responded, stating that the work cost more than the $500K grant received, so the Village did fund part of the improvements to the library loft. This was Village money that was used to make the improvements to the Supply Field building to build the temporary library.

Mr. Harrison asked about the pool concession contract adopted this evening, questioning whether it was a five year contract and if it was for the same amount or did it change?

Village Manager Pappalardo stated that from the current contract to this contract, it did change, and then it changes within this contract as well over the five year period. The first three years are at one number and the last two years are at a higher number.

Mayor Samwick clarified that this $82,000 contract amount is the total amount of five years – not $82,000 year.

Mr. Harrison stated that the School Board had a meeting that was scheduled in the Community calendar at 7:30 pm last night and they started at 6:30 pm. He stated that they spoke about their budget planning. They seem to be projecting a 3 ½% increase in school tax. There is another meeting on Monday at 6:30 pm at the Scarsdale High School on the School budget and he encouraged residents to attend. He urged the school to not increase their budget.

Mr. Harrison mentioned the passing of David Stern, as well as Kobe Bryant and his daughter. As a 49-year season ticket holder of the Knicks, he stated that he saw Kobe play basketball many times. He requested a brief moment of silence in memory of Kobe Bryant and David Stern. He thanked the Board for giving him the time to speak.

There being no further comment to come before the Board, the second Public Comment period was closed by Mayor Samwick.

********

Future Meeting Schedule

- **Tuesday, February 11, 2020** – 6:00 PM – Village Board Work Session (Traffic Safety Discussion – 3rd Floor Meeting Room
- **Tuesday, February 11, 2020** – 7:30 PM – Agenda Committee Meeting – Trustees’ Room
- **Tuesday, February 11, 2020** – 8:00 PM – Village Board Meeting – Rutherford Hall
- **Tuesday, February 25, 2020** – 6:00 PM – Village Board Work Session (Cyber Security Executive Session) – Trustees’ Room
- **Tuesday, February 25, 2020** – 7:30 PM – Agenda Committee Meeting – Trustees’ Room
- Tuesday, February 25, 2020 – 8:00 PM – Village Board Meeting – Rutherford Hall

******

FY 2020/21 Budget Discussions

- Wednesday, January 29, 2020 – 6:00 PM – Trustees’ Room
- Monday, February 10, 2020 – 6:00 PM – Trustees’ Room
- Tuesday, March 10, 2020 – 6:30 PM – Trustees’ Room

Briefing Sessions – 3rd Floor Meeting Room

- Thursday, February 27, 2020 – 7:00 PM – Operating Budget
- Wednesday, March 4, 2020 – 7:00 PM – Capital Budget

******

Village Hall Schedule

- Wednesday, February 12, 2020 – Lincoln’s Birthday – Village Hall Closed
- Monday, February 17, 2020 – President’s Day – Village Hall Closed

******

There being no further business to come before the Board, the meeting was adjourned at 9:40 PM on a motion entered by Trustee Veron, seconded by Trustee Ross and carried unanimously.

Respectfully submitted,

Donna M. Conkling
Village Clerk
RESOLUTION RE: ESTABLISHING FISCAL YEAR 2020-21 RECREATION FEES AND CHARGES

WHEREAS, the Village annually reviews its Recreation Fees and Charges with input from the Advisory Council on Parks and Recreation and the Village Board of Trustees; and

WHEREAS, the Village Board reviewed the proposed Fiscal Year 2020-21 Recreation Fees and Charges Schedule at their Work Session held on January 16, 2020, and approved the proposed fee changes, as presented; and

WHEREAS, the Fiscal Year 2020-21 increases are proposed for the following new and existing programs, as detailed in the attached memorandum:

- Tennis Lessons
- Day Camp
- Sports Camp
- Teen Travel Camp
- Baseball Summer League
- Basketball K-2 Sunday Clinic
- Soccer Stay-In-Town August Camp
- S.W.A.T – New Trip Programming
- Youth Wrestling Clinic
- Youth Running Club
- Basketball 3rd - 8th Grade League
- Pool Permits
- Pool Aftercamp
- Aqua Tots/Tiny Bobbers Swim Lessons
- Early Morning Swim
- Birthday Parties
- Private Lesson packages; and

WHEREAS, the Village Board also discussed and authorized the sale of 50 non-resident Family Pool Permits on a first come, first served basis for a charge of three times the current Resident Family Permit fee, having also discussed and authorized Village of Scarsdale and/or Scarsdale School employees to purchase pool permits at existing resident rates; now, therefore, be it

RESOLVED, that the fees and charges for recreation programs identified in the Recreation Fees and Charges Schedule, dated January 21, 2020, attached hereto and made a part hereof, are herein adopted and shall remain in effect unless amended by resolution of the Village Board of Trustees.

Submitted by: Village Manager
Date: January 22, 2020
For: February 11, 2020
The attached FY 2020-2021 proposed Recreation Fees and Charges Schedule ("Schedule") identifies the current and any proposed fee modifications to the Department’s programs. Although the attached Schedule includes the estimated revenue associated with each program, it should be noted that the list does not include all departmental revenues.

The Schedule was prepared after the Department staff reviewed the over 150 programs offered relative to current operating costs, recency and degree of any prior fee increase, enrollment levels, and competitiveness with other municipalities and private programs. The Schedule was also reviewed with the Advisory Council on Parks and Recreation ("Council"), which endorsed the proposed Schedule at their meeting held on December 18, 2019.

Proposed FY 2020-2021 fee changes are summarized below; the entire Schedule is attached should you wish to review other current fees. The Schedule was presented and discussed at the Village Board’s FY 20/21 Work Session held on January 16, 2020.

<table>
<thead>
<tr>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TENNIS LESSONS (page 1)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual (45 Min/8week series 1&amp;2)</td>
<td>$425</td>
<td>$445</td>
</tr>
<tr>
<td>Individual (30 Min/8week series 1&amp;2)</td>
<td>$290</td>
<td>$300</td>
</tr>
<tr>
<td>Group (1 hour/8week series 1 &amp;2)</td>
<td>$220</td>
<td>$240</td>
</tr>
<tr>
<td>Junior Development Group (8 week)</td>
<td>$195</td>
<td>$205</td>
</tr>
<tr>
<td>Youth Individual (30 Min/8week)</td>
<td>$290</td>
<td>$300</td>
</tr>
<tr>
<td>Individual (45 Min/5 week series 3)</td>
<td>$265</td>
<td>$285</td>
</tr>
<tr>
<td>Individual (30 Min/5 week series 3)</td>
<td>$180</td>
<td>$190</td>
</tr>
<tr>
<td>Group (1 hour/5 week series 3)</td>
<td>$140</td>
<td>$150</td>
</tr>
<tr>
<td>Junior Development Group (5 week)</td>
<td>$120</td>
<td>$130</td>
</tr>
<tr>
<td>Youth Individual (30 Min/5 week)</td>
<td>$180</td>
<td>$190</td>
</tr>
<tr>
<td>Youth Private</td>
<td>$290</td>
<td>$300</td>
</tr>
<tr>
<td>Adult Cardio Tennis (spring 8 week)</td>
<td>$160</td>
<td>$180</td>
</tr>
</tbody>
</table>
Tennis lessons offered by the Department are conducted by tennis professionals and their salaries need to remain competitive in order to retain qualified staff. The fees for tennis lessons increased prior to the 2018 season and the proposed fee increase is to cover the increasing cost of the contractors pay primarily for their tennis instructors. The proposed fees are within the range compared to other municipalities.

2. **DAY CAMP (page 2)**

<table>
<thead>
<tr>
<th></th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season</td>
<td>$1,055</td>
<td>$1,205</td>
<td>2019</td>
</tr>
<tr>
<td>Weekly</td>
<td>$360</td>
<td>$435</td>
<td>2019</td>
</tr>
<tr>
<td>Combo Season</td>
<td>$805</td>
<td>$955</td>
<td>2019</td>
</tr>
<tr>
<td>Combo Weekly</td>
<td>$255</td>
<td>$330</td>
<td>2019</td>
</tr>
<tr>
<td>Late Registration (season)</td>
<td>$295</td>
<td>$395</td>
<td>2019</td>
</tr>
<tr>
<td>Late Registration (weekly)</td>
<td>$115</td>
<td>$165</td>
<td>2019</td>
</tr>
<tr>
<td>Bus Round Trip (season)</td>
<td>$315</td>
<td>$400</td>
<td>2019</td>
</tr>
<tr>
<td>Bus Round Trip (weekly)</td>
<td>$115</td>
<td>$195</td>
<td>2019</td>
</tr>
<tr>
<td>Carver Center</td>
<td>$610</td>
<td>$685</td>
<td>2019</td>
</tr>
<tr>
<td>Scarsdale Foundation</td>
<td>$610</td>
<td>$685</td>
<td>2019</td>
</tr>
</tbody>
</table>

The NYS Minimum Wage as of December 31, 2019, is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposed allows the Village to offer a competitive hourly rate for summer staff to compete with private camps and other municipalities to retain and recruit qualified staff.

The late registration fee helps incentivize on-time registration, assisting the Department in planning accordingly for annual staffing needs.

3. **SPORTS CAMP (page 2)**

<table>
<thead>
<tr>
<th></th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season</td>
<td>$355</td>
<td>$485</td>
<td>2019</td>
</tr>
<tr>
<td>Weekly</td>
<td>$140</td>
<td>$160</td>
<td>2019</td>
</tr>
</tbody>
</table>

Prior to 2019, the Department hired and paid the staff of Sports Camp directly through payroll at an hourly rate. Due to the retirement of the longstanding Sports Camp Director and his Assistant in 2019, the Department contracted with a new vendor, Backyard Sports, to plan, staff and facilitate the Sports Camp at a 75% (vendor) 25% (Village) revenue split. The proposed fee increase equals the Soccer Camp fee offered by the Department which also is contracted to a vendor at the same revenue percentage split.

4. **TEEN TRAVEL CAMP (page 2)**

<table>
<thead>
<tr>
<th>Session</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Session 1</td>
<td>$1,700</td>
<td>$1,800</td>
<td>2019</td>
</tr>
<tr>
<td>Session 2</td>
<td>$1,200</td>
<td>$1,300</td>
<td>2019</td>
</tr>
</tbody>
</table>

The NYS Minimum Wage as of December 31, 2019 is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new
and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposal allows the Village to offer a competitive hourly rate for summer staff to compete with private camps and other municipalities to retain and recruit qualified staff.

Traditionally the Teen Travel Camp offered by the Department reaches its maximum number of registrants. In addition to the impact the NYS Minimum Wage increase has on staff salaries, each year the costs associated with the trip admission prices and charter bus services increase resulting in the need to raise the fees to continue offering desirable trips for the young residents of Scarsdale.

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. ATHLETICS (page 3)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BASEBALL SUMMER LEAGUE</strong></td>
<td>$115-$135</td>
<td>$150</td>
<td>2019</td>
</tr>
<tr>
<td>The Department, in conjunction with Scarsdale Little League, offers a summer baseball league. The Department contracts with an outside vendor to run this program. A percentage modification from 25/75 to 30/70 revenue split is anticipated for the 2020 program necessitating a fee increase.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BASKETBALL K-2 SUNDAY</strong></td>
<td>$100</td>
<td>$110</td>
<td>2019</td>
</tr>
<tr>
<td>The Department assumed responsibility for this program in December of 2015 from the Neighborhood Athletic Associations. This program is held on Sundays in the five elementary schools throughout the Village. The Department is charged both overtime and a facility use fee from the Scarsdale Union Free School District for Sunday school use. In addition to the aforementioned fees being charged by the SUFSD, beginning in December 2019, the Department was asked to provide staff to monitor school visits during this program. The proposed fee increase is to offset the aforementioned additional charges to ensure the program is revenue neutral.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SOCCER S.I.T. AUGUST CAMP</strong></td>
<td>$110-$185</td>
<td>$205-$360</td>
<td>2017</td>
</tr>
<tr>
<td>In September of 2019 the Department began contracting with Stay-In-Town Soccer to provide professional soccer coaching to the youth of Scarsdale enrolled in the fall Recreation Soccer League and additional soccer camps. The fees were not increased prior to the 2019 August Camps, and Stay-In-Town Soccer has requested a fee increase which will provide them the opportunity to increase their professional coaching salaries for the 2020 season.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>S.W.A.T. – NEW TRIPS TO BE PLANNED</strong></td>
<td>N/A</td>
<td>$75-$150</td>
<td>NEW</td>
</tr>
<tr>
<td>Department staff continually attempts to offer new and exciting trips to the teen population of Scarsdale. Traditionally our enrollment for the Scarsdale Weekend Adventure for Teens attracts an average of 15 children per trip. As of December 2019, trips for 2021 have not been planned and a range of $75 - $150 is a good price point for future trip opportunities.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>YOUTH WRESTLING CLINIC</strong></td>
<td>$275</td>
<td>$285</td>
<td>2014</td>
</tr>
<tr>
<td>The Department contracts with an outside vendor to run this program and has not increased the fee since 2014. A percentage modification from 25/75 to 30/70 revenue split is anticipated for the 2020 program. A fee increase is proposed to ensure the vendor and Department maintain a positive revenue stream.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
YOUTH RUNNING CLUB

The Department contracts with an outside vendor to run this program and has not increased the fee since 2012. A percentage modification from 25/75 to 30/70 revenue split is anticipated for the 2020 program. A fee increase is proposed to ensure the vendor and Department maintain a positive revenue stream.

BASKETBALL 3rd-8th LEAGUE

The Department assumed the responsibilities of collecting standardized fees for participants throughout the 5 Neighborhood Athletic Associations for league play in Basketball, Soccer and Softball in 2015. The fee covers uniforms, equipment, and Neighborhood Association Dues for all players per sport. Beginning in December 2019, the Department was asked to provide staff to monitor school visits during this program. The proposed fee increase is to offset the aforementioned additional charges to ensure the program is revenue neutral.

6. POOL PERMITS (page 7)

<table>
<thead>
<tr>
<th>Family</th>
<th>$468</th>
<th>$548</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$282</td>
<td>$330</td>
<td>2019</td>
</tr>
<tr>
<td>Weekday Family</td>
<td>$345</td>
<td>$404</td>
<td>2019</td>
</tr>
<tr>
<td>Weekday Individual</td>
<td>$202</td>
<td>$236</td>
<td>2019</td>
</tr>
<tr>
<td>Single Use</td>
<td>$116</td>
<td>$136</td>
<td>2019</td>
</tr>
</tbody>
</table>

The NYS Minimum Wage as of December 31, 2019 is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposal provides the Village to offer a competitive hourly rate for summer staff to compete with private clubs and other municipalities to retain and recruit qualified staff.

7. POOL AFTERCAMP

<table>
<thead>
<tr>
<th>Full Season</th>
<th>$725</th>
<th>$750</th>
<th>2015</th>
</tr>
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<tbody>
<tr>
<td>Weekly</td>
<td>$170</td>
<td>$180</td>
<td>2015</td>
</tr>
</tbody>
</table>

The NYS Minimum Wage as of December 31, 2019 is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposal provides the Village to offer a competitive hourly rate for summer staff to compete with private clubs and other municipalities to retain and recruit qualified staff.

8. AQUA TOTS/TINY BOBBERS

<table>
<thead>
<tr>
<th>$80</th>
<th>$90</th>
<th>2013</th>
</tr>
</thead>
</table>

The NYS Minimum Wage as of December 31, 2019 is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposal provides the Village to offer a competitive hourly rate for summer staff to compete with private clubs and other municipalities to retain and recruit qualified staff.
9. **EARLY MORNING SWIM**

<table>
<thead>
<tr>
<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150</td>
<td>$200</td>
<td>2019</td>
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</table>

An additional week of the program was added to the Early Morning Swim Program in the summer of 2019. Provided the complex has adequate staffing, the Department expects to continue offering an additional week. In line with the proposed higher hourly rate for staff based on the increased minimum wage, and the necessity to secure adequate staff coverage during the hours of the 6AM to 10AM shift, a fee increase is necessary to ensure a positive revenue stream.

10. **BIRTHDAY PARTIES**

<table>
<thead>
<tr>
<th></th>
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<th>Proposed Fee</th>
<th>Last Increase</th>
</tr>
</thead>
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<tr>
<td>Weekday</td>
<td>$325</td>
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<tr>
<td>Weekend</td>
<td>$375</td>
<td>$400</td>
<td>2016</td>
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In addition to the aforementioned minimum wage increase driving fee increases to pay out aquatic staff, program costs associated with birthday parties have increased. Food and beverage costs as well as shirt and marketing materials which are provided to the children have also increased necessitating a fee increase for this program.

11. **PRIVATE LESSONS**

<table>
<thead>
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<th>Current Fee</th>
<th>Proposed Fee</th>
<th>Last Increase</th>
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<tr>
<td>Four Lessons</td>
<td>$140</td>
<td>$150</td>
<td>2011</td>
</tr>
<tr>
<td>Six Lessons</td>
<td>$190</td>
<td>$200</td>
<td>2011</td>
</tr>
<tr>
<td>Eight Lessons</td>
<td>$240</td>
<td>$250</td>
<td>2011</td>
</tr>
<tr>
<td>Ten Lessons</td>
<td>$290</td>
<td>$300</td>
<td>2013</td>
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</table>

The NYS Minimum Wage as of December 31, 2019 is $13.00 per hour and is scheduled to increase to $14.00 per hour on December 31, 2020. The proposed fee increase reflects the new and proposed minimum wage and provides our summer staff competitive wages. The fee increase proposal provides the Village to offer a competitive hourly rate for summer staff to compete with private clubs and other municipalities to retain and recruit qualified staff.
### 2020-2021 RECREATION FEES AND CHARGES - PROPOSED

**1/21/2020**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DIVISION</th>
<th>EXISTING FEE</th>
<th>PROPOSED FEE (APPROVED BY BOT)</th>
<th>2019 (1) NUMBER OF PARTICIPANTS</th>
<th>ESTIMATED 2019 TOTAL REVENUES</th>
<th>LATEST REVISION TO FEE</th>
<th>ESTIMATED 2020-21 PROPOSED REVENUES</th>
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<tbody>
<tr>
<td>TENNIS</td>
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<td></td>
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<td>$ 120.00</td>
<td>573</td>
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<tr>
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<td>GROUP (1 HOUR/8 WEEKS - series 1&amp;2)</td>
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<td>YOUTH INDIVIDUAL (30 MIN/5 Week)</td>
<td>$ 180.00</td>
<td>$ 190.00</td>
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<td></td>
<td>YOUTH PRIVATE</td>
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<td>LITTLE Aces (SPRING)</td>
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<td>LITTLE Aces (FALL)</td>
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<td>$ 950</td>
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<tr>
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<td>INDOOR TENNIS YOUTH (JR. 1 HOUR)</td>
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<td>$ -</td>
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<td></td>
<td>INDOOR TENNIS YOUTH (JR. 90 MIN)</td>
<td>$ 950.00</td>
<td>$ 950.00</td>
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<td>$ -</td>
<td>Feb-19</td>
<td>$ -</td>
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<tr>
<td></td>
<td>INDOOR YOUTH PRIVATE (30 MIN)</td>
<td>$ 195.00</td>
<td>$ 195.00</td>
<td>0</td>
<td>$ -</td>
<td>Feb-15</td>
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<tr>
<td></td>
<td>INDOOR ADULT (1 HOUR/10 WEEKS)</td>
<td>$ 510.00</td>
<td>$ 510.00</td>
<td>5</td>
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<td>INDOOR ADULT (90 MIN/10WEEKS)</td>
<td>$ 740.00</td>
<td>$ 740.00</td>
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<td>$ 2,220</td>
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<td>$ 2,220</td>
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<tr>
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<td>INDOOR ADULT PRIVATE (1 HOUR/3 WEEKS)</td>
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<td>$ 285.00</td>
<td>0</td>
<td>$ -</td>
<td>Feb-15</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>INDOOR ADULT PRIVATE (30 MIN/3 WEEKS)</td>
<td>$ 150.00</td>
<td>$ 150.00</td>
<td>0</td>
<td>$ -</td>
<td>Feb-15</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>ADULT CARDIO TENNIS (Spring 8 week)</td>
<td>$ 160.00</td>
<td>$ 180.00</td>
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<td>$ 1,600</td>
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<td>ADULT CARDIO TENNIS (Fall 5 week)</td>
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<td>DAILY ADMISSIONS</td>
<td>GUEST</td>
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<td></td>
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<td>NON-RESIDENT</td>
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<td></td>
<td>CAMP</td>
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<td>TOURNAMENT TRAINING</td>
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<td>$ 275.00</td>
<td>3</td>
<td>$ 825</td>
<td>Feb-18</td>
</tr>
</tbody>
</table>

* 50% Discount for Senior Citizens: Mamaroneck Strip - 25% higher fee

*House Guest and Summer Rental - 2 times current fee.
### 2020-2021 RECREATION FEES AND CHARGES - PROPOSED

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DIVISION</th>
<th>EXISTING FEE</th>
<th>PROPOSED FEE (APPROVED BY BOT)</th>
<th>2019 (1) NUMBER OF PARTICIPANTS</th>
<th>ESTIMATED 2019 TOTAL REVENUES</th>
<th>LATEST REVISION TO FEE</th>
<th>ESTIMATED 2020-21 PROPOSED REVENUES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLATFORM TENNIS</strong></td>
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<tr>
<td>PERMITS*</td>
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<td>ADULT</td>
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<td>SENIOR CITIZEN</td>
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<td>NON-RES (SPEC)</td>
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<td>DAILY ADMISSIONS</td>
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<td>$ 100</td>
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<td>CLINICS (2)</td>
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<td>NEW $ 300</td>
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<td>NEW $ 300</td>
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<td>$ 40,000</td>
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<td>$ 2,340</td>
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## 2020-2021 Recreation Fees and Charges - Proposed

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<th>Existing Fee</th>
<th>Proposed Fee (Approved by BOT)</th>
<th>2019 (1) Number of Participants</th>
<th>Estimated 2019 Total Revenues</th>
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<th>Estimated 2020-21 Proposed Revenues</th>
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# 2020-2021 Recreation Fees and Charges - Proposed

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<td>Birthday Parties (15+ children)</td>
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<td>Birthday Parties (under 15 children)</td>
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<td>Nature Holiday &amp; Vac.Club Daily</td>
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<td>Nature Tots (per class fee)</td>
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<td>August Nature Camp 2 Weeks</td>
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### 2020-2021 RECREATION FEES AND CHARGES - PROPOSED

<table>
<thead>
<tr>
<th>ACTIVITY</th>
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<th>PROPOSED FEE (APPROVED BY BOT)</th>
<th>2019 (1) NUMBER OF PARTICIPANTS</th>
<th>ESTIMATED 2019 TOTAL REVENUES</th>
<th>LATEST REVISION TO FEE</th>
<th>ESTIMATED 2020-21 PROPOSED REVENUES</th>
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<tbody>
<tr>
<td>SENIOR CITIZENS</td>
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<td>LUNCHEON - PICNIC</td>
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<td>TRIPS - January - December (2)</td>
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<td>MINDS IN MOTION</td>
<td>SPRING BREAK CAMP</td>
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<td>NEW</td>
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<td>M.S. REC. NIGHT (3)</td>
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<td></td>
<td>KEY FOBS FOR BATHROOMS</td>
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## 2020-2021 RECREATION FEES AND CHARGES - PROPOSED

### Activity Division

<table>
<thead>
<tr>
<th>Activity</th>
<th>Division</th>
<th>Existing Fee</th>
<th>Proposed Fee (Approved by BOT)</th>
<th>2019 (1) Number of Participants</th>
<th>Estimated 2019 Total Revenues</th>
<th>Latest Revision To Fee</th>
<th>Estimated 2020-21 Proposed Revenues</th>
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<tr>
<td><strong>Pool</strong></td>
<td>Family</td>
<td>$468.00</td>
<td>$548.00</td>
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<td><strong>Permits</strong></td>
<td>Individual</td>
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<td><strong>Weekday Family</strong></td>
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<td><strong>Weekday Individual</strong></td>
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<td><strong>Single Use</strong></td>
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<td>*** Non-Resident - (family permit only)**</td>
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<td><strong>Daily Admissions</strong></td>
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<td><strong>Daily Fees</strong></td>
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<td><strong>Seniors</strong></td>
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<td><strong>After Camp at the Pool</strong></td>
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<td><strong>Scarsdale Day Camp - 1 Week</strong></td>
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<td><strong>Aqua Tots/Tiny Bobbers</strong></td>
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<td>$80.00</td>
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<td>$720</td>
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<td><strong>Diving Clinic</strong></td>
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<td><strong>Early Morning Swim</strong></td>
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<td>$8,800</td>
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<tr>
<td><strong>Learn to Swim Lessons</strong></td>
<td>5 Years and Older</td>
<td>$165.00</td>
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<td>17</td>
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<td><strong>Lifeguard Training</strong></td>
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<td><strong>Pre School Paddlers</strong></td>
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<td><strong>July (4 Weeks Ages 3-4)</strong></td>
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<td><strong>Six Lessons</strong></td>
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<td>$200.00</td>
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<td><strong>Eight Lessons</strong></td>
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<td><strong>Ten Lessons</strong></td>
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<td>$9,570</td>
<td>Feb-13</td>
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</tr>
</tbody>
</table>

* House Guests and Summer Rentals - 2 times current fee
* 50% discount for Senior Citizens and SVAC members.
* Mamaroneck Strip - 25% higher fee for all permits
* Non-Resident Family Permits available to the first 50 families on a 1st come/1st servied basis at 3 times current family permit fee

G:Recreation,Budgeting,2020-21 Fees Charges
## 2020-2021 RECREATION FEES AND CHARGES - PROPOSED

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<th>ESTIMATED 2020-21 PROPOSED REVENUES</th>
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</thead>
<tbody>
<tr>
<td>SPLASH N PLAY CAMP</td>
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<td>SWIM/DIVING TEAM</td>
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**FOOTNOTES:**

1) FIGURE REPRESENTS THE LAST COMPLETED SEASON
2) DIFFERENT FEE DEPENDING ON PROGRAM THEME, EQUIPMENT, AND LENGTH OF PROGRAM
3) MONEY COLLECTED BY THE MIDDLE SCHOOL PTA (PTA REIMBURSES VILLAGE EXPENSES FOR PROGRAM)
RESOLUTION RE: CLIMATE SMART COMMUNITIES PLEDGE

WHEREAS, the Board of Trustees believes that climate change poses a real and increasing threat, exhibiting the potential for significant harmful disruption to natural and human systems, including environmental, social, and economic impacts; and

WHEREAS, the cumulative effects of climate change endanger human health, safety, and welfare, necessitating our continued thoughtful and deliberate action to identify and advance strategies that support the overarching goal of sustainability, as incorporated into the National Environmental Policy Act of 1969, to “create and maintain conditions, under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic, and other requirements of present and future generations”; and

WHEREAS, sustainability and resilience themes are woven into the rich tapestry of our community, and our municipal operations and infrastructure increasingly reflect our collective conscience in that regard, with highly visible projects such as the conversion of conventional street lights to LED, the launch of a curbside food scrap recycling program, and the addition of recycling bins at all of Scarsdale’s parks having yielded significant financial and environmental benefits, though there remains much work to be done; and

WHEREAS, the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization demands substantial and sustained public and private effort—even if emissions were dramatically reduced today, communities would still be confronted with the need to adapt to the unavoidable effects of climate change for decades to come; now, therefore, be it

RESOLVED, that the Village of Scarsdale, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge, which is comprised of the following ten elements:

1) Build a climate-smart community;
2) Inventory emissions, set goals, and plan for climate action;
3) Decrease energy use;
4) Shift to clean, renewable energy;
5) Use climate-smart materials management;
6) Implement climate-smart land use;
7) Enhance community resilience to climate change;
8) Support a green innovation economy;
9) Inform and inspire the public; and
10) Engage in an evolving process of climate action.

Submitted by: Village Manager
Date: February 03, 2020
For: February 11, 2020
Climate Smart Communities (CSC) is a New York State program that helps local governments take action to reduce greenhouse gas (GHG) emissions and adapt to a changing climate. This memo describes the CSC program structure and requirements, as related on www.climatesmart.ny.gov.

CSC Registration is the first step in a journey, constituting a policy-level commitment to allocating adequate resources to address the ten areas of the CSC Certification Framework, as follows:

1) Build a climate-smart community;
2) Inventory emissions, set goals, and plan for climate action;
3) Decrease energy use;
4) Shift to clean, renewable energy;
5) Use climate-smart materials management;
6) Implement climate-smart land use;
7) Enhance community resilience to climate change;
8) Support a green innovation economy;
9) Inform and inspire the public; and
10) Engage in an evolving process of climate action.

Climate Smart Communities may experience the following benefits in connection with their efforts:

- Cost savings through greater energy efficiency;
- Greater energy independence and energy security;
- Improved air quality from switching to clean energy and/or less fuel-intense alternatives;
- Healthier, more walkable communities through better design, including Complete Streets, etc;
- Conservation of green spaces for recreation and biodiversity;
- Reduction of future flood risk through climate change adaptation strategies;
- Investment in an economy that supports sustainability and green businesses;
- Greater community engagement around the topic of climate change adaptation and resilience.
- Grant application bonus points for some state funding programs, like DEC’s CSC Grants; and
- A robust framework to organize local climate action and highlight priorities.
In general, the steps for registering and then becoming a Certified Climate Smart Community include the following:

**Step 1**: Adopt the CSC Pledge.

Pass the CSC pledge as a municipal resolution to join the program and become a Registered Climate Smart Community. All ten points of the CSC Pledge must be adopted verbatim.

*As requested, the requisite resolution is attached herewith for Village Board consideration at their Regular Meeting on February 11, 2020.*

**Step 2**: Register with New York State.

After the resolution is adopted, a staff Point-of-Contact (POC) must sign-up for a CSC portal account, complete the online registration form, and upload the certified resolution passed by the Village Board. Upon approval, the POC is provided login credentials and the Village of Scarsdale would be designated a Registered CSC by New York State and get added to the website map.

The remaining steps are required to become a Certified CSC, rather than merely a Registered CSC.

**Step 3**: Establish a CSC Task Force and Designate a CSC Coordinator.

Program guidelines indicate that local success relies upon creation of an interdisciplinary team representing such areas of expertise as climate adaptation and resilience, energy efficiency and conservation, and the local decision-making process, among others. Pursuant to the CSC framework, the Task Force acts as an advisory board or steering committee and collaborates with the local government to accomplish plans, programs, and activities connected with the CSC Certification (see step 4 for details). Program guidance indicates that the task force should consist of, at minimum, community members and municipal representatives (staff and/or elected officials). However, they add, some communities invite representatives from relevant local not-for-profit boards, community-based organizations, and businesses to join the Task Force. Finally, program guidelines also suggest that the local government may wish to consider forming subcommittees to focus on specific plans or programs advanced from the Task Force.

*Of course, local implementation may vary from the suggested framework; however, the framework highlights how successful communities have approached the program.*

**Step 4**: Review and Select Actions.

Through a collaborative planning process involving the CSC Task Force, available actions are prioritized for local implementation and can be pursued at our own pace. There are approximately 100 actions to choose from (see Attachment 1). However, two of them are mandatory and 12 others are designated Priority Actions, as related on the following page. In addition to the Mandatory Actions, and depending on the Certification Level sought, i.e., Bronze, Silver, or Gold (which is still under development), either three or six Priority Actions must be completed; other requirements also apply.
Each Action has a description that includes guidance about who should be involved, costs, resources, tools, and documentation requirements.

The Mandatory and Priority Actions are incorporated below, with each hyperlinked to additional details, which are also available by visiting https://climatesmart.ny.gov/actions-certification/getting-started/priority-actions/:

<table>
<thead>
<tr>
<th>ACTION TYPE</th>
<th>ACTION NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>PE1 Action: CSC Task Force</td>
</tr>
<tr>
<td>Mandatory</td>
<td>PE1 Action: CSC Coordinator</td>
</tr>
<tr>
<td>Priority</td>
<td>PE2 Action: Government Operations GHG Inventory</td>
</tr>
<tr>
<td>Priority</td>
<td>PE2 Action: Community GHG Inventory</td>
</tr>
<tr>
<td>Priority</td>
<td>PE2 Action: Government Operations Climate Action Plan</td>
</tr>
<tr>
<td>Priority</td>
<td>PE2 Action: Community Climate Action Plan</td>
</tr>
<tr>
<td>Priority</td>
<td>PE3 Action: Government Building Energy Audits</td>
</tr>
<tr>
<td>Priority</td>
<td>PE6 Action: Comprehensive Plan with Sustainability Elements</td>
</tr>
<tr>
<td>Priority</td>
<td>PE6 Action: Complete Streets Policy</td>
</tr>
<tr>
<td>Priority</td>
<td>PE6 Action: Alternative-fuel Infrastructure</td>
</tr>
<tr>
<td>Priority</td>
<td>PE6 Action: Natural Resources Inventory</td>
</tr>
<tr>
<td>Priority</td>
<td>PE7 Action: Climate Vulnerability Assessment</td>
</tr>
<tr>
<td>Priority</td>
<td>PE7 Action: Climate Smart Resiliency Planning</td>
</tr>
<tr>
<td>Priority</td>
<td>PE9 Action: Climate Change Education &amp; Engagement</td>
</tr>
</tbody>
</table>
Step 5: Collect Activity Documentation and Request Certification

Required documents associated with each CSC certification action are compiled and uploaded to the CSC site for verification of credit. If full points are not awarded for an action, CSC staff provides details on any missing elements and coaches the POC on next steps.

Step 6: Continue the Process

The Task Force continues to identify and prioritize additional Actions, as well as monitor completed Actions for satisfactory performance.
## Action Checklists

**PE1: Build a climate-smart community.**

<table>
<thead>
<tr>
<th>Action Name (version 3)</th>
<th>Legacy Action #</th>
<th>Legacy Name (version 2)</th>
<th>Points</th>
<th>Type/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE1 Action: CSC Task Force</td>
<td>1.2</td>
<td>Create a community Climate Smart Community task force focused on climate mitigation and adaptation</td>
<td>20</td>
<td>Mandatory</td>
</tr>
<tr>
<td>PE1 Action: CSC Coordinator</td>
<td>1.3</td>
<td>Appoint a Climate Smart Community coordinator</td>
<td>10</td>
<td>Mandatory</td>
</tr>
<tr>
<td>PE1 Action: National/Regional Climate Program</td>
<td>1.5</td>
<td>Join a national or regional climate campaign or program</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE1 Action: Partnerships with Other Entities</td>
<td>10.3</td>
<td>Cooperate with neighboring communities and partner agencies</td>
<td>3</td>
<td>Moved from PE10 to PE1</td>
</tr>
</tbody>
</table>

**PE2: Inventory emissions, set goals, and plan for climate action.**

<table>
<thead>
<tr>
<th>Action Name (version 3)</th>
<th>Legacy Action #</th>
<th>Legacy Name (version 2)</th>
<th>Points</th>
<th>Type/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE2 Action: Government Operations GHG Inventory</td>
<td>2.1</td>
<td>Develop a government operations GHG emissions inventory</td>
<td>16</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE2 Action: Community GHG Inventory</td>
<td>2.2</td>
<td>Develop a community GHG emissions inventory</td>
<td>16</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE2 Action: Government Operations Climate Action Plan</td>
<td>2.5</td>
<td>Develop a government operations climate action plan</td>
<td>12 - 16</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE2 Action: Community Climate Action Plan</td>
<td>2.6</td>
<td>Develop a community climate action plan</td>
<td>16</td>
<td>Priority, CSC Grants</td>
</tr>
</tbody>
</table>

**PE3: Decrease energy use.**

<table>
<thead>
<tr>
<th>Action Name (version 3)</th>
<th>Legacy Action #</th>
<th>Legacy Name (version 2)</th>
<th>Points</th>
<th>Type/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE3 Action: Government Building Energy Audits</td>
<td>3.1</td>
<td>Conduct energy audits of local government buildings</td>
<td>8 - 16</td>
<td>Priority</td>
</tr>
<tr>
<td>PE3 Action: Interior Lighting Upgrades</td>
<td>3.2</td>
<td>Upgrade interior lighting</td>
<td>1 - 5</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: HVAC Upgrades</td>
<td>3.3</td>
<td>Upgrade HVAC equipment</td>
<td>1 - 5</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Water-efficient Fixtures</td>
<td>3.4</td>
<td>Install water-efficient fixtures</td>
<td>1 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Building Energy Management System</td>
<td>3.5</td>
<td>Install a building energy management system (EMS)</td>
<td>1 - 5</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Energy Benchmarking for Government Buildings</td>
<td>3.32</td>
<td>Adopt an energy benchmarking requirement for government-owned buildings</td>
<td>2 - 5</td>
<td>CEC</td>
</tr>
<tr>
<td>PE3 Action: Clean Energy Upgrades</td>
<td>NA</td>
<td>NA (This is a new action under version 3.)</td>
<td>10</td>
<td>CEC (new)</td>
</tr>
<tr>
<td>PE3 Action: Green Building Standard for Government Buildings</td>
<td>3.7</td>
<td>Adopt a green building standard for local government buildings and facilities</td>
<td>2 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Green Building Certification</td>
<td>3.8</td>
<td>Build a new green building</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Fleet Inventory</td>
<td>NA</td>
<td>NA (This is a new action under version 3.)</td>
<td>4</td>
<td>CSC Grants</td>
</tr>
<tr>
<td>PE3 Action: Fleet Efficiency Policy</td>
<td>3.10</td>
<td>Adopt a vehicle fleet efficiency policy</td>
<td>2 - 3</td>
<td>CSC Grants</td>
</tr>
<tr>
<td>PE3 Action: Fleet Right-sizing</td>
<td>3.11</td>
<td>Right-size the local government fleet</td>
<td>1 - 3</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Advanced Vehicles</td>
<td>3.12</td>
<td>Replace traditional vehicles with advanced vehicles</td>
<td>2 - 10</td>
<td>CEC</td>
</tr>
<tr>
<td>PE3 Action: LED Street Lights</td>
<td>3.15</td>
<td>Convert streetlights to LED</td>
<td>5 - 10</td>
<td>CEC</td>
</tr>
<tr>
<td>PE3 Action: LED Traffic Signals</td>
<td>3.16</td>
<td>Convert traffic signals to LED</td>
<td>1 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Outdoor Lighting Reduction</td>
<td>3.17</td>
<td>Reduce number of outdoor lighting fixtures</td>
<td>1 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Outdoor Lighting Upgrades</td>
<td>3.18</td>
<td>Upgrade outdoor lighting (other than streetlights and traffic signals) to more efficient and/or solar technology</td>
<td>1 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Environmentally Preferable Purchasing Policy</td>
<td>3.24</td>
<td>Adopt an environmentally preferable purchasing policy</td>
<td>1 - 4</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Incentives for Employee Carpooling &amp; Transit</td>
<td>3.28</td>
<td>Subsidize and incentivize employee alternative commuting</td>
<td>1 - 3</td>
<td></td>
</tr>
<tr>
<td>PE3 Action: Energy Code Enforcement Training</td>
<td>NA</td>
<td>NA (This is a new action under version 3.)</td>
<td>5</td>
<td>CEC</td>
</tr>
</tbody>
</table>

**PE4: Shift to clean, renewable energy.**

Please note: the information below is only an overview and it might not be the most current description of the CSC certification actions. For full details and the most current information, please visit this website: [https://climatesmart.ny.gov](https://climatesmart.ny.gov)

**CEC:** These actions are related to the NYSERDA Clean Energy Communities (CEC) High Impact Actions.

**Under Review:** These actions are currently being revised by the CSC interagency team and will be uploaded to the portal in the near future. They are italicized in the list below.

**CSC Grants:** These actions were fundable under the certification category of the 2019 CSC grants program. More info is at this website: [http://www.dec.ny.gov/energy/109181.html](http://www.dec.ny.gov/energy/109181.html)
<table>
<thead>
<tr>
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<th>Legacy Name (version 2)</th>
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<th>Type/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE4 Action: Green Power Procurement Policy</td>
<td>4.1</td>
<td>Adopt a green power purchase policy to ensure increasing local government energy supplies come from renewables</td>
<td>2 - 4</td>
<td></td>
</tr>
<tr>
<td>PE4 Action: Renewable Energy Feasibility Studies</td>
<td>4.3</td>
<td>Conduct feasibility studies for renewable energy installations</td>
<td>3 - 5</td>
<td></td>
</tr>
<tr>
<td>PE4 Action: Renewable Energy Credits</td>
<td>4.4</td>
<td>Purchase renewable energy credits (RECs)</td>
<td>2 - 7</td>
<td></td>
</tr>
<tr>
<td>PE4 Action: Geothermal Installation</td>
<td>4.5</td>
<td>Install a geothermal heat pump or other geothermal technology at a new or existing public facility</td>
<td>9 - 20</td>
<td></td>
</tr>
<tr>
<td>PE4 Action: Solar Energy Installation</td>
<td>4.6</td>
<td>Install solar hot water and/or solar photovoltaic technology on public property</td>
<td>9 - 20</td>
<td>Tiers revised</td>
</tr>
<tr>
<td>PE4 Action: Power Purchase Agreement for Renewables</td>
<td>4.7</td>
<td>Serve as a host site for a renewable energy installation and enter into a long-term service contract or power purchase agreement (PPA)</td>
<td>9 - 20</td>
<td>Tiers revised</td>
</tr>
<tr>
<td>PE4 Action: Wind Energy Installation</td>
<td>4.8</td>
<td>Install a wind system on public property</td>
<td>9 - 20</td>
<td></td>
</tr>
<tr>
<td>PE4 Action: Wood Pellet Installation</td>
<td>4.9</td>
<td>Install a wood pellet heating system on public property</td>
<td>6 - 17</td>
<td></td>
</tr>
<tr>
<td><strong>PE5: Use climate-smart materials management.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PES Action: Government Solid Waste Audit</td>
<td>3.23</td>
<td>Conduct a local government waste audit and track diversion rate over time</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>PES Action: Recycling Bins in Government Buildings</td>
<td>3.20</td>
<td>Provide recycling bins next to all trash receptacles in local government buildings</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PES Action: WasteWise Program</td>
<td>5.3</td>
<td>Participate in the EPA WasteWise program</td>
<td>1 - 2</td>
<td></td>
</tr>
<tr>
<td>PES Action: Construction &amp; Demolition Waste Policy</td>
<td>5.5</td>
<td>Adopt a construction and demolition waste reduction program or policy</td>
<td>2 - 6</td>
<td>CSC Grants</td>
</tr>
<tr>
<td>PES Action: Resource Recovery Center</td>
<td>5.6</td>
<td>Set up and manage a resource recovery center to encourage reuse of gently used or new materials that have been discarded</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>PES Action: Recycling Program for Public Places &amp; Events</td>
<td>5.9</td>
<td>Provide recycling bins in public places and events</td>
<td>1 - 3</td>
<td></td>
</tr>
<tr>
<td>PES Action: Waste Reduction Education Campaign</td>
<td>5.13</td>
<td>Create an educational campaign to encourage recycling, composting and waste reduction</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>PES Action: Compost Bins for Residents</td>
<td>5.10</td>
<td>Provide compost bins to residents (for sale or free)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>PES Action: Residential Organic Waste Program</td>
<td>5.11</td>
<td>Create an organics or yard waste collection program</td>
<td>2 - 22</td>
<td></td>
</tr>
<tr>
<td><strong>PE6: Implement climate-smart land use.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P66 Action: Comprehensive Plan with Sustainability Elements</td>
<td>6.1</td>
<td>Develop and adopt a comprehensive plan with sustainability elements</td>
<td>3 - 21</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>NA</td>
<td>6.2</td>
<td>Incorporate smart growth principles into land-use policies and regulations</td>
<td>1 - 8</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE6 Action: Unified Solar Permit</td>
<td>6.3</td>
<td>Adopt a renewable energy ordinance</td>
<td>5</td>
<td>CEC</td>
</tr>
<tr>
<td>NA</td>
<td>6.4</td>
<td>Establish green building codes</td>
<td>1 - 6</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>P66 Action: Resource-efficient Site Design</td>
<td>6.5</td>
<td>Create resource-efficient site design guidelines (non-reviewable)</td>
<td></td>
<td>Under Review</td>
</tr>
<tr>
<td>P66 Action: Incentives for Renewable Energy &amp; Efficiency Projects</td>
<td>6.6</td>
<td>Incentivize renewable energy and energy efficiency projects</td>
<td></td>
<td>Under Review</td>
</tr>
<tr>
<td>NA (version 2 edition available until Jan. 10, 2020)</td>
<td>6.7</td>
<td>Adopt land-use policies that support or incentivize farmers' markets, community gardens and urban and rural agriculture</td>
<td>1 - 4</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>P66 Action: GreenLITES</td>
<td>3.27</td>
<td>Utilize a green or sustainability rating system for infrastructure improvement projects</td>
<td>6 - 15</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>6.8</td>
<td>Adopt green parking lot standards</td>
<td>1 - 4</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>P66 Action: Complete Streets Policy</td>
<td>6.9</td>
<td>Adopt a complete streets policy</td>
<td>4</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>P66 Action: Planning &amp; Infrastructure for Bicycling &amp; Walking</td>
<td>6.10</td>
<td>Implement strategies that support bicycling and walking</td>
<td>2 - 15</td>
<td>CSC Grants (plan only)</td>
</tr>
</tbody>
</table>
### Climate Smart Communities (CSC) Certification Action Checklist - Version 3.6 (Jan. 3, 2020)

<table>
<thead>
<tr>
<th>Action Name (version 3)</th>
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<th>Legacy Name (version 2)</th>
<th>Points</th>
<th>Type/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE6 Action: Alternative-fuel Infrastructure</td>
<td>6.11</td>
<td>Install electric-vehicle infrastructure</td>
<td>4 - 18</td>
<td>Priority, CEC</td>
</tr>
<tr>
<td>NA</td>
<td>6.12</td>
<td>Implement strategies that increase public transit ridership and alternative transport modes</td>
<td>1 - 10</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>NA</td>
<td>6.13</td>
<td>Implement a Safe Routes to School program</td>
<td>3</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE6 Action: Traffic Calming</td>
<td>6.14</td>
<td>Implement traffic calming measures</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>6.15</td>
<td>Adopt and enforce an anti-idling ordinance</td>
<td>1 - 3</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE6 Action: Natural Resources Inventory</td>
<td>6.17</td>
<td>Develop a natural resource inventory</td>
<td>8 - 10</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>NA</td>
<td>6.18</td>
<td>Develop a local forestry or tree planting project or program</td>
<td>1 - 10</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>NA</td>
<td>6.19</td>
<td>Preserve natural areas through zoning or other regulations</td>
<td>2 - 6</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE7: Enhance community resilience to climate change.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Climate Vulnerability Assessment</td>
<td>7.1</td>
<td>Conduct a vulnerability assessment</td>
<td>4 - 16</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE7 Action: Climate Resilience Vision</td>
<td>7.2</td>
<td>Develop a climate resilience vision and associated goals</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Climate Smart Resiliency Planning</td>
<td>7.3</td>
<td>Review existing community plans and projects to identify climate adaptation strategies and policies or projects that may decrease vulnerability</td>
<td>6</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE7 Action: Climate Adaptation Strategies</td>
<td>7.4</td>
<td>Develop climate adaptation strategies</td>
<td>2 - 8</td>
<td>Priority, CSC Grants</td>
</tr>
<tr>
<td>PE7 Action: Climate Resiliency in Local Plans &amp; Projects</td>
<td>7.5</td>
<td>Incorporate climate resiliency vision, goals, and strategies into local plans and projects</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Hazard Mitigation Plan Updates</td>
<td>7.6</td>
<td>Update the multi-hazard mitigation plan to address changing conditions and identify specific strategies to reduce vulnerability to natural hazards</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Heat Emergency Plan</td>
<td>7.7</td>
<td>Develop and implement a heat emergency plan</td>
<td>6</td>
<td>CSC Grants</td>
</tr>
<tr>
<td>PE7 Action: Shade Structures in Public Spaces</td>
<td>7.8</td>
<td>Require shade structures and features in public spaces</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Cooling Centers</td>
<td>7.9</td>
<td>Open new or expand existing cooling centers</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Watershed Assessment</td>
<td>7.10</td>
<td>Create or update a watershed assessment to identify flooding and water quality priorities</td>
<td>2 - 6</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Floodplain Restoration</td>
<td>7.12</td>
<td>Conserve, revegetate and reconnect floodplains and buffers in riparian areas</td>
<td>1 - 10</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Conservation of Natural Habitats</td>
<td>7.13</td>
<td>Conserve natural areas for species migration and ecosystem resilience</td>
<td>4 - 16</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Strategic Relocation Out of Flood-prone Areas</td>
<td>7.14</td>
<td>Facilitate a strategic relocation of uses that are not water dependent from flood prone areas</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: National Flood Insurance Program Community Rating System</td>
<td>7.15</td>
<td>Promote community flood prevention strategies through the National Flood Insurance Program Community Rating System</td>
<td>3 - 9</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Green Infrastructure for Stormwater Management</td>
<td>7.16</td>
<td>Use green infrastructure to manage stormwater in developed areas</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>7.17</td>
<td>Conserve wetlands and forests to manage stormwater, recharge groundwater and mitigate flooding</td>
<td>1 - 8</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE7 Action: Nature-based Shoreline Protection</td>
<td>7.18</td>
<td>Use natural, nature-based or ecologically enhanced shoreline protection</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Local Freeboard Requirement</td>
<td>7.19</td>
<td>Extend areas in which the two-foot freeboard requirement applies</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Consideration of Sea-level Rise in Coastal Development</td>
<td>7.20</td>
<td>Require consideration of sea-level rise in planning coastal development</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>PE7 Action: Removing Dams &amp; Rightsizing Bridges &amp; Culverts</td>
<td>7.21</td>
<td>Right-size bridges and culverts, and remove unnecessary and hazardous dams</td>
<td>Under Review</td>
<td></td>
</tr>
<tr>
<td>Action Name (version 3)</td>
<td>Legacy Action #</td>
<td>Legacy Name (version 2)</td>
<td>Points</td>
<td>Type/Status</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
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<td>---------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>PE7 Action: Early Warning Systems and Evacuation Plans</td>
<td>7.22</td>
<td>Develop or enhance early warning systems and community evacuation plans</td>
<td></td>
<td>Under Review</td>
</tr>
<tr>
<td>NA</td>
<td>7.23</td>
<td>Implement a water conservation and reuse program</td>
<td>1 - 5</td>
<td>v2 available until July 3, 2020</td>
</tr>
<tr>
<td>PE7 Action: Xeriscaping in the Community</td>
<td>7.24</td>
<td>Encourage xeriscaping</td>
<td></td>
<td>Under Review</td>
</tr>
<tr>
<td>PE7 Action: Source Water Protection Program</td>
<td>7.25</td>
<td>Implement a source water protection program</td>
<td></td>
<td>Under Review</td>
</tr>
<tr>
<td>PE8: Support a green innovation economy.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Green Jobs Training</td>
<td>8.1</td>
<td>Create a green jobs training program</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Green Economic Development Plans</td>
<td>8.3</td>
<td>Include green industries in economic development plans</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Farmers’ Markets</td>
<td>8.6</td>
<td>Create and promote local farmers’ markets</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Buy Local/Buy Green Campaign</td>
<td>8.7</td>
<td>Create a “buy local/buy green” campaign</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Brownfield Clean-up &amp; Redevelopment</td>
<td>8.8</td>
<td>Redevelop a brownfield site</td>
<td>1 - 18</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Incentives for Green Businesses</td>
<td>8.9</td>
<td>Establish incentives for green industry or businesses to locate in community</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>PE8 Action: Energy Benchmarking for Privately Owned Buildings</td>
<td>8.11</td>
<td>Adopt energy benchmarking requirements for privately owned buildings</td>
<td>4 - 10</td>
<td>CEC</td>
</tr>
<tr>
<td>PE 8 Action: Financing Program for Building Energy Efficiency</td>
<td>8.12</td>
<td>Establish a residential energy efficiency financing program</td>
<td>2 - 7</td>
<td>CEC</td>
</tr>
<tr>
<td>PE8 Action: Community Choice Aggregation</td>
<td>NA</td>
<td>NA (This is a new action under version 3.)</td>
<td>15 - 21</td>
<td>CEC</td>
</tr>
<tr>
<td>PE8 Action: Solarize, Clean Heating &amp; Cooling, or Solar for All Campaign</td>
<td>NA</td>
<td>NA (This is a new action under version 3.)</td>
<td>5</td>
<td>CEC</td>
</tr>
<tr>
<td>PE9: Inform and inspire the public.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE9 Action: Climate Change Education &amp; Engagement</td>
<td>9.1</td>
<td>Create a climate change education, outreach, and engagement program, focusing on mitigation and adaptation</td>
<td>4 - 8</td>
<td>Priority</td>
</tr>
<tr>
<td>PE9 Action: Energy Reduction Campaign</td>
<td>9.2</td>
<td>Create and support an energy reduction campaign or challenge</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>PE9 Action: Climate-related Public Events</td>
<td>9.3</td>
<td>Host climate-related educational seminars, workshops, conferences, or fairs</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE9 Action: Local Climate Action Website</td>
<td>9.4</td>
<td>Maintain a website on local climate protection efforts</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE9 Action: Social Media</td>
<td>9.5</td>
<td>Use social media to inform the community about the progress of local government’s efforts</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>PE10: Engage in an evolving process of climate action.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE10 Action: GHG Tracking System</td>
<td>3.31</td>
<td>Implement an energy or GHG management system</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>PE10 Action: Annual Progress Report</td>
<td>10.1</td>
<td>Report on progress annually</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>PE10 Action: Updates to Strategies &amp; Plans</td>
<td>10.2</td>
<td>Update strategies and plan(s)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Innovation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Innovation: New Innovative Actions</td>
<td>11.1</td>
<td>Implement a new innovative action</td>
<td>3 - 18</td>
<td></td>
</tr>
<tr>
<td>Innovation: Innovative Approaches to Existing CSC Actions</td>
<td>11.2</td>
<td>Implement an action using an innovative approach</td>
<td>5 - 10</td>
<td></td>
</tr>
<tr>
<td>Performance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance: Reduce GHGs from Government Facilities</td>
<td>12.1</td>
<td>Reduce GHG emissions from government owned facilities</td>
<td>15 - 45</td>
<td>Revised; CEC portion became separate action</td>
</tr>
<tr>
<td>Performance: Reduce GHGs from Government Vehicles</td>
<td>12.2</td>
<td>Reduce GHG emissions from government owned vehicles</td>
<td>15 - 45</td>
<td></td>
</tr>
<tr>
<td>Performance: Reduce Solid Waste from Government Operations</td>
<td>12.4</td>
<td>Reduce waste volume from local government operations</td>
<td>3 - 10</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION RE: AUTHORIZATION TO EXECUTE MASTER CONTRACT FOR MUNICIPAL FOOD SCRAPs REDUCTION, FOOD DONATION, AND FOOD SCRAPs RECYCLING GRANT

WHEREAS, an estimated 85,537 tons of residential food waste is generated per year in Westchester County, with most such waste presently being combined with Municipal Solid Waste and incinerated in Peekskill, NY; and

WHEREAS, the Village of Scarsdale created a voluntary food scrap recycling program in January 2017 to reduce Municipal Solid Waste (MSW), increase recycling, and advance its environmental and sustainability goals; and

WHEREAS, having now grown to serve over 1,000 households, with over 1 million pounds of food scraps collected to-date, the highly successful curbside food scrap collection program serves as a regional model for other Westchester County communities and is in need of local expansion to provide curbside service to all of Scarsdale’s 5,800 households; and

WHEREAS, to support program expansion, staff applied for funding from New York State through the Municipal Food Scraps Reduction, Food Donation and Food Scraps Recycling Program to support the purchase of a new 14 cubic yard Rear Loader and to produce program marketing and outreach materials to expand resident participation; and

WHEREAS, the Village of Scarsdale is being awarded a grant of $80,330.30, representing 50% ($73,130.30) of the truck expense and 80% ($7,200) of the cost of the marketing materials, requiring a corresponding local match totaling $74,930.30, to be funded from Capital Budget account H-5197-963 2019-052, where sufficient funds are available; and

WHEREAS, acceptance of the grant requires Village Board approval by resolution and execution of a New York State Master Grant Contract; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts a New York State Food Scrap Recycling Program Grant of $80,330.30 and directs the necessary Grant Program local match of $74,930.30 to be charged to Capital Budget account H-5197-963 2019-052; and be it further

RESOLVED, that the Village Manager is herein authorized to execute the Master Grant Contract and to undertake such administrative actions as may be necessary under the terms and conditions of the Contract.

Submitted by: Village Manager
Date: February 04, 2020
For: February 11, 2020
Memorandum

Department of Public Works

To: Stephen M. Pappalardo, Village Manager
From: Tyler C. Seifert, Department of Public Works
Cc: Jeffrey C. Coleman PE, Superintendent of Public Works
Date: January 29, 2020
Re: Authorization to Execute Municipal Food Scraps Reduction, Food Donation, and Food Scraps Recycling Programs Grant Contract

Operating under the umbrella the NYS Environmental Protection Fund (EPF), a long-standing source of funds dedicated to environmental programs and projects, the NYS P2I Food Waste Reduction & Diversion Reimbursement Program, a partnership between the New York State Pollution Prevention Institute and New York State, administers the Municipal Food Scraps Reduction, Food Donation and Food Scraps Recycling Grant. This competitive grant opportunity focuses NYS financial resources and technical support on qualifying programs and services that target reductions in wasted food, donation of excess food to food insecure people, and recycling food scraps through composting or anaerobic digestion.

Eligible funding categories include:

- Capital Investment in Facilities and Equipment
- Recycling Education/Promotion/Outreach and Coordination
- Waste Reduction Capital or Education Costs

Staff presented an application seeking funding to improve and expand our existing curbside food scrap program, which presently serves over 1,000 participating homes and has been very successful, having recently surpassed the 1M pound recycling mark. In order to achieve our goal of servicing all 5,800 Scarsdale homes, we need a larger capacity truck and enhanced program marketing. Therefore, we requested a grant to support purchase of a new rear loader and production of additional program marketing materials, including another display banner, advertising magnets for our entire rear loader fleet, and printed copies of the Food Scrap Recycling guide for community distribution in a variety of languages.

Pursuant to our application, we received a grant of $80,330.30, representing a 50% ($73,130.30) of the truck expense and 80% ($7,200) of the cost of the marketing materials. The required matching funds, totaling $74,930.30, are funds available in Capital budget account H-5197-963 2019-052, derived from accumulated savings on other purchases and projects.

I request Village Board consideration of the Master Grant Agreement at their Regular Meeting scheduled for February 11, 2020.
<table>
<thead>
<tr>
<th><strong>STATE AGENCY (Name &amp; Address):</strong></th>
<th><strong>BUSINESS UNIT/DEPT. ID:</strong> DEC01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Environmental Conservation</td>
<td></td>
</tr>
<tr>
<td>625 Broadway</td>
<td></td>
</tr>
<tr>
<td>Albany, NY 12233-1080</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACT NUMBER:</strong> DEC01-C01009GG-3350000</td>
</tr>
<tr>
<td><strong>CONTRACT TYPE:</strong></td>
<td></td>
</tr>
<tr>
<td>□ Multi-Year Agreement</td>
<td></td>
</tr>
<tr>
<td>□ Simplified Renewal Agreement</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> Fixed Term Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>PROJECT NAME:</strong> Scarsdale Food Scrap Truck &amp; Education Materials</td>
</tr>
<tr>
<td></td>
<td><strong>AGENCY IDENTIFIER:</strong></td>
</tr>
<tr>
<td></td>
<td>CFDA NUMBER (Federally Funded Grants Only):</td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACTOR IDENTIFICATION NUMBERS:</strong></td>
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<tr>
<td>NYS Vendor ID Number: 1000001515</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID Number: 136007327</td>
<td></td>
</tr>
<tr>
<td>DUNS Number (if applicable):</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACTOR PRIMARY MAILING ADDRESS:</strong></td>
</tr>
<tr>
<td></td>
<td>1001 POST RD SCARSDALE, NY 10583-4309</td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACTOR PAYMENT ADDRESS:</strong></td>
</tr>
<tr>
<td><strong>X</strong> Check if same as primary mailing address</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACT MAILING ADDRESS:</strong></td>
</tr>
<tr>
<td><strong>X</strong> Check if same as primary mailing address</td>
<td></td>
</tr>
<tr>
<td>Contract Number: # DEC01-C01009GG-3350000</td>
<td></td>
</tr>
<tr>
<td>Page 1 of 3</td>
<td></td>
</tr>
<tr>
<td>Master Grant Contract, Face Page</td>
<td></td>
</tr>
</tbody>
</table>
CURRENT CONTRACT TERM:
From: 10/01/2019     To: 09/30/2022

CURRENT CONTRACT PERIOD:
From: 10/01/2019     To: 09/30/2022

AMENDED TERM:
From:                 To:

AMENDED PERIOD:
From:                 To:

**FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:**

(Out years represents projected funding amounts)

<table>
<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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<tr>
<td>5</td>
<td></td>
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</tr>
</tbody>
</table>

**CONTRACT FUNDING AMOUNT**

(Multi-year - enter total projected amount of the contract;
Fixed Term/Simplified Renewal - enter current period amount):

**CURRENT:** $80,330.30

**AMENDED:**

**FUNDING SOURCE(S)**

☐ State
☐ Federal
☐ Other

Contract Number: #   DEC01-C01009GG-3350000

Master Grant Contract, Face Page
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:   □ A-1 Program Specific Terms and Conditions
                □ A-2 Federally Funded Grants

Attachment B:   □ B-1 Expenditure Based Budget
                □ B-2 Performance Based Budget
                □ B-3 Capital Budget
                □ B-4 Net Deficit Budget
                □ B-1 (A) Expenditure Based Budget (Amendment)
                □ B-2 (A) Performance Based Budget (Amendment)
                □ B-3 (A) Capital Budget (Amendment)
                □ B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
Attachment D: Payment and Reporting Schedule
Other:
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor’s compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General’s Charities Bureau (“Charities Bureau”), the Contractor’s registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State’s contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

SCARSDALE TOWN OF

By: ____________________________

Printed Name

Title: ____________________________

Date: ____________________________

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Environmental Conservation

By: ____________________________

Printed Name

Title: ____________________________

Date: ____________________________

ATTORNEY GENERAL’S SIGNATURE

APPROVED AS TO FORM

By: ____________________________

Printed Name

Title: ____________________________

Date: ____________________________

STATE COMPTROLLER’S SIGNATURE

By: ____________________________

Printed Name

Title: ____________________________

Date: ____________________________

Contract Number: # DEC01-C01009GG-3350000
Page 1 of 1, Master Contract for Grants Signature Page
STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # DEC01-C01009GG-3350000
Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)
five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2\(^1\), Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2\(^2\), Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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\(^1\) To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

\(^2\) To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: DEC01-C01009GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor’s designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the
Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State’s previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC’s approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from
any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.3

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

3 As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.
C. Termination:

1. Grounds:

   a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

   b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

   c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor’s expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

   d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

   e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency’s discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor’s responsibility.

   f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a “force majeure.” For purposes of the Master Contract, “Force majeure” shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

   a) Service of notice: Written notice of termination shall be sent by:

      (i) personal messenger service; or

      (ii) certified mail, return receipt requested and first class mail.
b) **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. **Effect of Notice and Termination on State’s Payment Obligations:**

   a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

   b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. **Effect of Termination Based on Misuse or Conversion of State or Federal Property:**

Where the Master Contract is terminated for cause based on Contractor’s failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

   a) the repayment to the State of any monies previously paid to the Contractor; or

   b) the return of any real property or equipment purchased under the terms of the Master Contract; or

   c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State’s ability to pursue such other legal or equitable remedies as may be available.

D. **Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor’s expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.
III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC’s procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.
B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

   a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).
The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) **Monthly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) **Biannual Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) **Milestone/Performance Reimbursement:** Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor’s satisfactory performance.

e) **Fee for Service Reimbursement:** Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) **Rate Based Reimbursement:** Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) **Scheduled Reimbursement:** The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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4 A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

5 Fee for Service is a rate established by the Contractor for a service or services rendered.

6 Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

7 Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.
h) **Interim Reimbursement:** The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) **Fifth Quarter Payments:** Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor’s obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

**D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor’s Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor’s Federal employer identification number,

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8 Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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(ii) the Contractor’s Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) **Narrative/Qualitative Report:** The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) **Statistical/Quantitative Report:** The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) **Expenditure Report:** The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) **Final Report:** The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) **Consolidated Fiscal Report** (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) **Progress Report:** The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor’s progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
(ii) Final Progress Report: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting
Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State’s prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

   a) If an item of Property required by the Contract or is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

   b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor’s cost and expense upon the expiration of the Master Contract.

   c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

   d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

   e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

   f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any
Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,
detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State’s rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor’s costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility
Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005. Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor’s equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor’s obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

   a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor’s compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may
obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor’s business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

   a) to require updates or clarifications to the Questionnaire upon written request;

   b) to inquire about information included in or required information omitted from the Questionnaire;

   c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

   d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

   e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State’s discovery of any material information which pertains to the Contractor’s responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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9 Not applicable to not-for-profit entities.

Contract Number: # DEC01-C01009GG-3350000

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension, or termination of the contract.

II. Conflict of Interest
   (a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.
      (1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.
      (2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.
      (3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.
   (b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.
      (1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.
      (2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.
(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual (ADAII) within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.
(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (CRC) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

New York State Department of Environmental Conservation
Peter Pettit, Chief,
Bureau of Waste Reduction and Recycling, Division of Materials Management
615 Broadway, 9th Floor, Albany NY 12233-7253
518-402-8706

The designated appeal individual to review decisions is:

New York State Department of Environmental Conservation
Robert Phaneuf, Assistant Director
Division of Materials Management
615 Broadway, 9th Floor, Albany NY 12233-7253
518-402-8678

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

1. Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
2. Adopt the decision of the DAI; or
3. Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:
Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption
Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support
In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries
The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.
(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor’s sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor’s sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State’s book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract’s scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the “Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; [https://ny.newnycontracts.com](https://ny.newnycontracts.com)

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the “Division”). If
any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor’s EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form (“Workforce Report”)

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

(4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

d) MWBE Utilization Plan
(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

e) Waivers
(1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

f) Quarterly MWBE Contractor Compliance Report
Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

g) Liquidated Damages - MWBE Participation
(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:
   (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.
XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility
A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller’s Help Desk for a copy of the paper form.

D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor’s responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project
was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department’s review of the Contractor’s final voucher submission and reporting as described in Attachment D.

XXIV. **On-Site Inspections**
The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. **Prohibition on Purchase of Tropical Hardwoods**
The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**B) PROGRAM SPECIFIC TERMS AND CONDITIONS**

I. **Notices:**
The Department’s authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department’s authorized representative at:

Address: New York State Department of Environmental Conservation
Sally Rowland, Chief
Organics Reduction and Recycling, Division of Materials Management
615 Broadway, 9th Floor, Albany NY 12233-7253
518-402-8706

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor’s authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor’s authorized representative at the address identified on the Face Page, with copies sent to the Contractor’s contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as
II. Project Insurance Considerations
The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor’s Work under this contract, or as a result of Contractor’s activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management 615 Broadway, 9th Floor, Albany NY 12233-7253, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

A. Workers’ Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers’ Compensation Law.

Evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

<table>
<thead>
<tr>
<th>FORM #</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-105.2</td>
<td>Certificate of Workers’ Compensation Insurance</td>
</tr>
<tr>
<td>U-26.3</td>
<td>State Insurance Fund Version of the C-105.2 form</td>
</tr>
<tr>
<td>SI-12/ GSI-105.2</td>
<td>Certificate of Workers’ Compensation Self-Insurance</td>
</tr>
<tr>
<td>CE-200</td>
<td>Certificate of Attestation of Exemption – (no employees)</td>
</tr>
</tbody>
</table>

B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be
covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

<table>
<thead>
<tr>
<th>FORM #</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB-120.1</td>
<td>Certificate of Disability Benefit Insurance</td>
</tr>
<tr>
<td>DB-155</td>
<td>Certificate of Disability Benefit Self-Insurance</td>
</tr>
<tr>
<td>CE-200</td>
<td>Certificate of Attestation of Exemption – (no employees)</td>
</tr>
</tbody>
</table>

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME The State of New York and The New York State Department of Environmental Conservation, Division of Materials Management 615 Broadway, 9th Floor, Albany NY 12233-7253, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker’s Compensation website: http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

C. Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

D. Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

E. Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor’s Work.

F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery
coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor’s records.
## ATTACHMENT B-1 EXPENDITURE BASED BUDGET

### SUMMARY

**PROJECT NAME:** Scarsdale Food Scrap Truck & Education Materials

**CONTRACTOR SFS PAYEE NAME:** SCARSDALE TOWN OF

**CONTRACT PERIOD:**
- From: 10/01/2019
- To: 09/30/2022

### CATEGORY OF EXPENSE

<table>
<thead>
<tr>
<th>CATEGORY OF EXPENSE</th>
<th>GRANT FUNDS</th>
<th>MATCH FUNDS</th>
<th>MATCH %</th>
<th>OTHER FUNDS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personal Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Salary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>b) Fringe</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>0 %</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>2. Non Personal Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Contractual Services</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>b) Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>c) Equipment</td>
<td>$73,130.30</td>
<td>$73,130.30</td>
<td>100 %</td>
<td>$0.00</td>
<td>$146,260.60</td>
</tr>
<tr>
<td>d) Space/Property &amp; Utilities</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>e) Operating Expenses</td>
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<td>$0.00</td>
<td>0 %</td>
<td>$0.00</td>
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<td>f) Other</td>
<td>$7,200.00</td>
<td>$1,800.00</td>
<td>25 %</td>
<td>$0.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$80,330.30</strong></td>
<td><strong>$74,930.30</strong></td>
<td><strong>93 %</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$155,260.60</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$80,330.30</strong></td>
<td><strong>$74,930.30</strong></td>
<td><strong>93 %</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$155,260.60</strong></td>
</tr>
</tbody>
</table>

Contract Number: # DEC01-C01009GG-3350000
Page 1 of 8, Attachment B-1 - Expenditure Based Budget
<table>
<thead>
<tr>
<th>POSITION TITLE</th>
<th>ANNUALIZED SALARY PER POSITION</th>
<th>STANDARD WORK WEEK (HOURS)</th>
<th>PERCENT OF EFFORT FUNDED</th>
<th>NUMBER OF MONTHS FUNDED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
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</table>

**Subtotal**

**TOTAL FRINGE**

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</tbody>
</table>

**PERSONAL SERVICES TOTAL**
<table>
<thead>
<tr>
<th>CONTRACTUAL SERVICES - TYPE/DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
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</tbody>
</table>

Contract Number: # DEC01-C0109GG-3350000
Page 3 of 8, Attachment B-1 - Expenditure Based Budget
<table>
<thead>
<tr>
<th>TRAVEL - TYPE/DESCRIPTION</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT - TYPE/DESCRIPTION</td>
<td>TOTAL</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Alpha 14 Cubic Yard Rearloader w/ FordF750</td>
<td>$146,260.60</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$146,260.60</td>
</tr>
</tbody>
</table>

Contract Number: # DEC01-C01009GG-3350000
Page 5 of 8, Attachment B-1 - Expenditure Based Budget
<table>
<thead>
<tr>
<th>SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING EXPENSES - TYPE/DESCRIPTION</td>
<td>TOTAL</td>
</tr>
<tr>
<td>--------------------------------------</td>
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</tr>
<tr>
<td></td>
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<td></td>
<td>TOTAL</td>
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</tbody>
</table>

Contract Number: # DEC01-C0109GG-3350000
Page 7 of 8, Attachment B-1 - Expenditure Based Budget
<table>
<thead>
<tr>
<th>OTHER - TYPE/DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; Outreach Materials</td>
<td>$9,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$9,000.00</strong></td>
</tr>
</tbody>
</table>
Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The United States Environmental Protection Agency reports that food scraps account for approximately 15% of municipal solid waste. Composting organic materials are an important waste reduction strategy. As such, in January 2017, the Village of Scarsdale created a voluntary food scrap recycling program to reduce Municipal Solid Waste (MSW), increase recycling, and advance its environmental and sustainability goals. This application aims to improve our existing program.

Village of Scarsdale residents became very interested in food scrap recycling through the success of the Scarsdale school district food scrap recycling program, which is in all 7 of Scarsdale’s public schools. Similar initiatives are in several houses of worship in Scarsdale. Residents wanted to start food scrap recycling at home but backyard composting methods were widely viewed by residents as less practical, less appealing, and not suitable for composting meat, fish, dairy, bread, rice, pasta, oils, bones, citrus and shells. Scarsdale’s current program also includes “end-of-life” paper products (tissues, napkins and paper towels) which cannot be recycled with paper recycling and also cannot be easily recycled in a backyard system. Wax and parchment paper, bamboo chopsticks, wooden toothpicks and popsicle sticks, and other such natural products can be composted with the Scarsdale Food Scrap Recycling Program. Residents who participate quickly realize that they have very little trash. Participants also tend to reduce the little trash that they do have due to the realization of what is in fact left in the trash once food is taken out by adjusting their food shopping and eating choices.

The Village initially made it possible for residents to compost all of their food scraps by establishing a drop-off site located at the Scarsdale Recycling Center in January 2017. The drop-off site was the first of its kind in Westchester County.

The drop-off site consists of twenty 64-gallon outdoor toters for the placement of the food scraps by residents. These are special “organic” toter bins; they have thicker walls, latched lids, sealed tip bars and wheel bases, and are bright green in color. The Village purchased and sells at cost to residents, Food Scrap Recycling “Starter Kits”. These starter kits come with everything residents need to start the program including a 2-gallon kitchen countertop pail, a food scrap recycling guide, a 6-gallon storage and transportation bin, and a roll of compostable liner bags for the countertop pail. Residents collect their food scraps at home and at their convenience bring them to the drop-off site at the Recycling Center.

The Sanitation Dept contracted with a private hauler to collect the food scraps from the bins at the drop-off site and take the food scraps to a commercial composting facility.
Scarsdale had great success with the food scrap recycling drop-off site and therefore in June 2018 was able to expand and begin a curbside food scrap recycling program. Residents are now able to get a once a week curbside pickup of food scraps. This changed to weekly curbside pickup has greatly helped the expansion of the food scrap recycling program as it has made it much more convenient for residents to participate as they no longer have to take their food scraps to the Recycling Center drop-off site. Since going to curbside pickup in June 2018, the amount of food scraps collected each week has more than doubled. New signups to the program are received each week and we are anticipating that participation will continue to increase. We are currently at a 20% participation rate with the program continuing to grow every week.

This application seeks to aid in improving and expanding our existing curbside food scrap program through the purchase of a new rear loader. The goal is to eventually service all 5,800 households (17,800+ residents) in the Village of Scarsdale. Currently, we pickup food scraps Monday's & Tuesday's 7am-3pm. The route is split in order to service the 1,000 participating homes in an efficient manner. The new truck will be able to hold more food scraps and thus enable the crew to service more homes within their route as new homes participate in the program.

As we seek to expand the program to additional households, we need to expand our education and outreach programs. Currently our program is limited to the following: a flyer insert with the annual sanitation schedule; publicity on the Public Works Department Webpage; a 5x7 canvas banner displayed at a prominent (traffic) intersection in the Village; Conservation Advisory Council Outreach at select Scarsdale Village Special Events.

We are seeking funding to expand the outreach program as follows: additional banner for another prominent location in a Village Park; magnets for all rear loader sanitation trucks publicizing the weekly curbside food scrap pickup program; food scrap recycling guides to be printed in four different languages for village wide dissemination.

To further describe our planned efforts: Our trucks are on the road every day and people have previously responded positively to our "Love Em' Leave Em" leaf mulching magnets. The new banner would be displayed in a prominent Village Park located in the Scarsdale Business District across from the Village Post Office. Lastly, Scarsdale is a diverse community with large population of Mandarin, Spanish and Japanese speaking peoples. We want to include as wide a swath of the community as possible for a sustainable future.

As an aside, the Village has a "compost give back day" whereby we purchase the actual compost created as a result of our food scrap program and provide the opportunity (on a first-come, first-serve basis) to our residents to collect and use this compost in their home gardens.
### Objective

| 1 | Expand Program & Outreach - Expand the program and outreach through the purchase of a proper organic food scrap vehicle & additional outreach items. |

### Tasks

| 1.1 | Purchase New Rear Loader & Educational Out Reach - We will be purchasing a new rear loader for service as a part of the Village's food scrap recycling program. We also wish to purchase one additional new banner, 5,000+ multi-lingual flyers, and magnets for our sanitation trucks to advertise. |

#### Performance Measures

| 1.1.1 | Purchase Rear Loader within 6-12 months, purchase materials within 3 months - Purchase Rear Loader within 6-12 months, purchase materials within 3 months |
| 1.1.2 | Purchase Rear Loader within 6-12 months, purchase materials within 3 months - Purchase Rear Loader within 6-12 months, purchase materials within 3 months |
I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
<th>Due Date</th>
</tr>
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<tbody>
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</tbody>
</table>

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.
B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 30

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

<table>
<thead>
<tr>
<th>Expenditure Period Dates</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
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</tbody>
</table>
II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

- **Narrative/Qualitative Report**
  
  The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- **Statistical/Quantitative Report**
  
  The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- **Expenditure Report**
  
  The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- **Final Report**
  
  The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

- **Consolidated Fiscal Report (CFR)**
  
  The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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1 The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-C01009GG-3350000

Page 3, Attachment D - Payment and Reporting Schedule
B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.
### TABLE 1 - REPORTING SCHEDULE

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<thead>
<tr>
<th>PROGRESS REPORT #</th>
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<th>Due Date</th>
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</thead>
<tbody>
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<td>11/30/2022</td>
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<tr>
<td>2</td>
<td>09/30/2022</td>
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### III. SPECIAL PAYMENT AND REPORTING PROVISIONS
RESOLUTION RE: SUBDIVISION RECREATION FEE 26 OVERHILL ROAD—SECTION 1, BLOCK 2, LOT 3

WHEREAS, Section 7-730-4 of New York State Village law authorizes planning boards to reserve land in a subdivision for park, playground, or other recreational purposes, and take money in lieu of land in cases where suitable park lands of adequate size cannot be properly located on a subdivision plat, the amount of said money to be established by the Village Board of Trustees; and

WHEREAS, on December 18, 2019, the Planning Board approved the two-lot subdivision of 26 Overhill Road, creating one new lot, after finding the proposed subdivision would not have a significant negative environmental impact pursuant to the State Environmental Quality Review Act (SEQRA) and Chapter 152 of the Village Code SEQRA; and

WHEREAS, on January 22, 2020, the Planning Board recommended a payment in lieu of contribution of land after finding that the dedication of land for park, playground, or recreation purposes is not feasible in view of the small amount of land available in this two-lot subdivision; and

WHEREAS, the Village initiated a study of Village athletic facilities in 2000, conducted by Ward Associates, for an inventory of existing facilities and an analysis of existing and future needs, having identified needed improvements to existing Village and School facilities for increased use, as well as a plan for increasing the inventory to meet the community needs; and

WHEREAS, the Village Department of Parks, Recreation and Conservation provides a variety of facilities to meet the interests and needs of the community including parks, playgrounds, ball fields and an outdoor pool; and

WHEREAS, the Village Department of Parks, Recreation and Conservation develops a Five Year Capital Plan that calls for the replacement of facilities and equipment as well as additional facilities that will be needed in the future; and

WHEREAS, the Village Board, in May 2018, adopted the Guidelines and Fee Schedule for monetary payment in lieu of land for new building lots and determined the Recreation Fee for new lots is a range from 4% to 6% of the 2018 lot value as estimated by the Village Assessor and verified by an independent analysis; and

WHEREAS, the fee charged to the applicant in lieu of land being conveyed for recreational purposes bears a substantial relationship to the cost of
RESOLVED, the Board of Trustees hereby accepts the recommendation of the Planning Board that the applicant, 26 Overhill Property LLC, pay to the Village an amount equal to 5.0% of the Guideline Value of a lot in the A-3 zoning district, pursuant to the 2018 Subdivision Recreation Fee Schedule, or $55,000 in lieu of a contribution of land for park, playground or other recreational purposes for the one new buildable lot resulting from the subdivision of property at 26 Overhill Road, identified on the Village tax map as Section 1, Block 2, Lot 3.

Submitted by: Village Manager
Date: February 05, 2020
For: February 11, 2020
To: Mayor Samwick and Scarsdale Village Board of Trustees

From: Dan Steinberg, Chair Planning Board and Planning Board Members

CC: Stephen M. Pappalardo, Village Manager

Date: January 31, 2020

Re: Subdivision of Property – 26 Overhill Road; Sec. 1, Block 2, Lot 3: Monetary Contribution in Lieu of Land Dedicated for Recreational Purposes

The Planning Board approved this two lot subdivision at the December 18, 2019 meeting, creating one new lot. The property, located in the A-3 (10,000 sq. ft.) zoning district, is shown in the Assessor’s records as .73 acres and is improved with a house built in 1908. The Committee for Historic Preservation granted a Certificate of Appropriateness for the demolition of the house at the October 22, 2019 meeting.

The approved subdivision plat shows the two lots: Proposed Lot 1 with 15,622 sq. ft. and 86 ft. of frontage and Proposed Lot 2 with 16,308 sq. ft. and 86 ft. of frontage. The existing house and garage would be demolished and two new houses will be constructed.

New York State Village Law 7-730 authorizes a planning board to require payment of a sum of money in lieu of setting aside land for recreational purposes if it determines that a suitable park or parks of adequate size cannot be properly location on such subdivision plat.

On January 22, 2020, the Planning Board recommended the applicant, 26 Overhill Property LLC, pay to the Village a recreation fee in lieu of a contribution of land for park, playground or other recreational purposes, in accordance with the Subdivision Recreation Fee Schedule adopted by the Village Board in May 2018. The Planning Board recommended that the Village Board consider a subdivision recreation fee equal to 5.0 % of the Guideline Value for lots in the A-3 zoning district, or $55,000 for the one new lot created by the subdivision.

Attached please find the January 22, 2020 and the December 18, 2019 Planning Board resolutions and the June 12, 2018 Village Board Resolution adopting the Subdivision Recreation Fee Schedule.
3. 26 Overhill Property LLC
   26 Overhill Road
   Sec. 1, Blk. 2, Lot 3
Recommendation to the Village Board regarding the amount of the recreation fee

The Board considered a recommendation to the Village Board regarding the amount of the recreation fee to be assessed to the applicant, 26 Overhill Property LLC, in lieu of the dedication of parkland for a two lot subdivision creating one additional lot at 26 Overhill Road and, upon motion duly made and seconded, unanimously adopted the following resolution:

WHEREAS: The property, located in the A-3 (10,000 sq. ft.) zoning district, is shown as .73 acres in the Assessor’s records and is improved with a house built in 1908 and a garage built in 1936; and

WHEREAS: The Committee for Historic Preservation, at its October 22, 2019 meeting, determined the existing house has no historical significance and could be demolished; and

WHEREAS: The Planning Board, on December 18, 2019, approved the subdivision of the property into two lots; and

WHEREAS: The subdivision plat shows the proposed subdivision of the property, creating two lots (one additional lot): Proposed Lot 1 with 15,622 sq. ft. and 86.71 ft. of street line frontage and Proposed Lot 2 with 16,308 sq. ft. and 86.19 ft. of street line frontage; and

WHEREAS: The existing house, garage and driveway will be removed and two new driveways will be constructed; and

WHEREAS: Chapter 77-1 of the Village Code authorizes the Planning Board to make recommendations to the Village Board on monetary payments in lieu of land in new subdivisions pursuant to Village Law 7-730; and

WHEREAS: Village Law 7-730 authorizes a planning board to require payment of a sum of money in lieu of setting aside land for recreational purposes if it determines that a suitable park or parks of adequate size cannot be properly location on such subdivision plat; and
WHEREAS: the Planning Board finds that dedication of land for park, playground or recreation purposes is not feasible in view of the small amount of land available in this two lot subdivision; and

WHEREAS: the Village initiated a study of Village athletic facilities in 2000, conducted by Ward Associates, for an inventory of existing facilities and an analysis of existing and future needs which identified improvements to existing Village and School facilities for increased use and a plan for increasing the inventory to meet the community needs; and

WHEREAS: the Village Department of Parks, Recreation and Conservation provides a variety of facilities to meet the interests and needs of the community which includes parks, playgrounds, ball fields and an outdoor pool; and

WHEREAS: the Village Department of Parks, Recreation and Conservation develops a Five Year Capital Plan that calls for the replacement of facilities and equipment as well as additional facilities that will be needed in the future; and

WHEREAS: the Village Board, in May 2018, adopted the Guidelines and Fee Schedule for monetary payment in lieu of land for new building lots and determined the Recreation Fee for new lots is a range from 4% to 6% of the 2018 lot value as estimated by the Village Assessor and verified by an independent analysis; and

WHEREAS: the fee charged to the applicant in lieu of land being conveyed for recreational purposes bears a substantial relationship to the cost of providing recreational facilities and the acquisition of land for recreational purposes; now therefore be it

RESOLVED: the Planning Board recommends to the Village Board that the applicant, 26 Overhill Property LLC, be required to pay a monetary fee in lieu of the dedication of parkland in the amount of 5.0 percent of the Guideline Value for properties in the A-3 zoning district, or $55,000 for the one new lot created as a result of the two lot subdivision at 26 Overhill Road, identified on the Village tax map as Sec. 1, Blk. 2, Lot 3.
CASE #19 OF 2019

2. 26 Overhill Property LLC
   26 Overhill Road
   Sec. 1, Blk. 2, Lot 3
   Two lot subdivision

   The Board considered the application of 26 Overhill Property LLC, Case #19 of 2019, for a two lot subdivision, pursuant to Chapter 77 of the Village Code, to create one additional lot at 26 Overhill Road and, upon motion duly made and seconded, unanimously adopted the following resolution:

   WHEREAS: the Board has considered the subject application pursuant to the State Environmental Quality Review Act and Chapter 152 of the Village Code; now therefore be it

   RESOLVED: That after careful examination of the site and evaluation of the information submitted with the application including the Short Environmental Assessment Form, the Board determined that such application, a two lot subdivision, is an Unlisted action pursuant to 6 NYCRR 617.2(al) and Chapter 152 of the Village Code, and further determined with limited re-grading and tree removal, adequate tree replacement and compliance with the stormwater management chapter of the Village Code, the proposed subdivision will not have a significant negative impact on the environment; and

   WHEREAS: The property, located in the A-3 (10,000 sq. ft.) zoning district, is shown as .73 acres in the Assessor’s records and is improved with a house built in 1908 and a garage built in 1936; and

   WHEREAS: The Committee for Historic Preservation at the October 22, 2019 meeting found the house and garage have no historic significance and could be demolished; and

   WHEREAS: Chapter 77 of the Village Code authorizes the Planning Board to consider and approve subdivisions; and

   WHEREAS: Chapter 310-14 of the Village Code regulates the minimum lot area in the A-3 zoning district to 10,000 sq. ft.; and
WHEREAS: Chapter 310-14B of the Village Code states that no part of a lot shall be included in calculating the required lot area except such part as falls within either an inscribed quadrilateral, no part of which has less than 1/3 of the minimum required lot width, or an inscribed circle; and

WHEREAS: Chapter 310-15 of the Village Code requires 70 ft. of street line frontage and minimum lot width for lots in the A-3 zoning district; and

WHEREAS: Chapter A319-27 of the Village Code includes General Requirements for Planning Board review and approval; and

WHEREAS: The Subdivision plat shows the demolition of the existing house and the creation of two new lots: Proposed Lot 1 with 15,622 sq. ft. and 86.71 ft. of street line frontage and Proposed Lot 2 with 16,308 sq. ft. and 86.19 ft. of street line frontage; and

WHEREAS: The existing house, garage and driveway will be removed and two new houses and driveways will be constructed; and

WHEREAS: The applicant has submitted FAR and lot coverage forms for each of the proposed lots which show the maximum permitted floor area and lot and building coverage as required; and

WHEREAS: The Board members have visited the site, understand the neighborhood context and are familiar with the materials in the application; now therefore be it

RESOLVED: that the application of 26 Overhill Property LLC, Case #19 of 2019, for a two lot subdivision, pursuant to Chapter 77 of the Village Code, to create one additional lot at 26 Overhill Road, as shown on the subdivision plat dated November 15, 2019 to be revised as required below, be approved conditioned on the following:

1. Prior to the signature of the subdivision plat by the Clerk of the Board, the applicant shall pay an amount, as approved by the Village Board of Trustees, in lieu of land dedicated to park, playground or recreation purposes for the net increase of one new lot; and

2. Prior to the signature of the subdivision plat by the Clerk of the Board, the Tax Identification numbers on the Subdivision Plat, including those on the Zoning Table, should be revised to include the new tax identification numbers as follows:

   a. Proposed Lot 1 shall be shown as Section 1, Block 2, Lot 3A; and
b. Proposed Lot 2 shall be shown as Section 1, Block 2, Lot 3B; and

3. Prior to the signature of the subdivision plat by the Clerk of the Board, a signature block for the Planning Board Clerk’s signature indicating Planning Board approval should be added to the plat; and

4. Prior to the signature of the subdivision plat by the Clerk of the Board, the existing house shall be demolished; and

5. Tree removal permits will be required before any tree removal on each of the two lots prior to the issuance of building permits; and

6. Stormwater Management and Erosion Control permits will be required for each of the two lots prior to the issuance of building permits and the plans shall be subject to the Village Engineer’s review and approval. All work shall be done in accordance with the New York State Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual. All soil and erosion control measures shall be installed prior to the issuance of a Building Permit and maintained throughout construction; and be it further

RESOLVED: the approval of this subdivision plat shall be void and of no effect unless the plat is filed with the Westchester County Office of Land Records within 180 days from the date of this resolution or by June 15, 2020; and be it further

RESOLVED: the Clerk of the Board is hereby authorized to certify the plat for filing in the County Office of Land Records upon completion of items 1 - 4 above; and be it further

RESOLVED: following filing of the plat with the Westchester County Office of Land Records, the applicant shall supply one copy of the plat in ink on Mylar to the Village Engineer, and supply copies on paper to the Village Assessor, Village Engineer, and the Clerk of the Board. All such copies shall include the date the plat was filed and the County’s file number.

* * * * *
RESOLUTION RE: APPROVAL OF A NEW SCHEDULE FOR SUBDIVISION RECREATION FEES

WHEREAS, Section 7-730-4 of New York State Village Law authorizes planning boards to reserve land in a subdivision for park, playground or other recreational purposes, and substitute money in lieu of land in cases where suitable park lands of adequate size cannot be properly located on a subdivision plat, the amount of said money to be established by the Village Board of Trustees; and

WHEREAS, in accordance with the State law, the Scarsdale Village Board of Trustees, by resolution dated February 4, 2007, approved a Subdivision Recreation Fee Schedule informed by vacant property value estimates of November 20, 2006, as determined by the Village Assessor (attached); and

WHEREAS, the 2007 Village Board resolution approving the Subdivision Recreation Fee Schedule included a clause that the schedule be reviewed at a minimum of every five years to assure its continued suitability, however, as the Village Board was considering conducting a village-wide reassessment in 2012, this timetable was adjusted; and

WHEREAS, the Village Assessor completed a review of the current Subdivision Recreation Fee Schedule by analyzing recent property sales in each of the seven zoning districts and updating the influence of these updated values to the current fee schedule, with staff having also surveyed other Westchester County municipalities to compare fees and calculation methodologies; and

WHEREAS, a resolution with a proposed fee schedule was submitted to the Village Board for consideration at its January 20, 2017 meeting, at which, the board tabled the item for further review and consolidation; and

WHEREAS, in furtherance of the Board’s action, staff retained an outside real estate appraisal firm to perform an independent analysis based on the available comparable vacant sales data, and develop a schedule of the base value of building lots by Village zoning district; and

WHEREAS, the results of this independent analysis were closely aligned with the Assessor’s schedule which was amended to incorporate certain outcomes of the independent study; and

WHEREAS, based on the additional study and further review, it is recommended that the Village Board approve a new Subdivision Recreation Fee Schedule to incorporate the influence of current property values; now, therefore, be it
RESOLVED, that in accordance with Section 7-730-4 of New York State Village Law, the Subdivision Recreation Fee Schedule dated May 29, 2018, attached hereto and made a part hereof, is herein adopted and shall be used to determine payments in lieu of the reservation of land for park, playground or other recreational purposes whenever property located within the Village is subdivided; and be it further

RESOLVED, that this Schedule be reexamined by the Village Board at a minimum of every five years to maintain its continued suitability; and be it further

RESOLVED, that this Schedule shall become effective for any new subdivision applications decided by the Planning Board after June 12, 2018.

Submitted by: Village Manager
Date: June 08, 2018
For: June 12, 2018
RECREATION FEE IN LIEU OF LAND FOR EACH NEW BUILDING LOT ESTABLISHED IN A SUBDIVISION

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<th>ZONING DISTRICT</th>
<th>LOT AREA (sq.ft.)</th>
<th>Value of Minimum Lot Area (sq.ft.)*</th>
<th>Lot Value</th>
<th>**4% of Value</th>
<th>**5% of Value</th>
<th>**6% of Value</th>
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<td>26,000</td>
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* Figures rounded to $0.05

** Fees established for each subdivision lot based on a range from 4% through 6% of the identified Lot Values for the applicable zoning district.

NOTES: The Lot Values are based on estimates made by Village Assessor, Nanette J. Albanese based on the assumption that a building lot is relatively level, has adequate road frontage and public utilities are available.
RESOLUTION RE:  AUTHORIZATION OF CHANGE ORDERS FOR VM CONTRACT # 1228 – GENERAL CONSTRUCTION, SCARSDALE PUBLIC LIBRARY RENOVATION AND EXPANSION PROJECT

WHEREAS,  VM Contract # 1228 – General Construction, Scarsdale Public Library Renovation and Expansion, was awarded by the Village Board of Trustees on June 26, 2018, to the lowest responsible bidder, Niram Inc. (Niram), Cedar Knolls, NJ, for a total contract award of $10,307,000; and

WHEREAS,  during the course of construction, the combination of certain unanticipated field conditions and added project features expanded the scope of work, necessitating associated change orders in connection with VM #1228; and

WHEREAS,  in accordance with Section 2.9 of the Village’s Internal Control Policy, the Village Manager authorized VM Contract #1228 Change Orders GC-01 thru GC-10, totaling $195,399.80, for a revised contract grand total of $10,502,399.80, with additional change orders requiring Village Board review and approval; and

WHEREAS,  change orders GC-11 thru GC-19, totaling $88,627.39, as described in the attached summary, have been reviewed by Village staff, Savin Engineers, the Village’s construction management firm, and Dattner Architects, the Village’s architectural firm, and were deemed reasonable for the scope of work proposed, now requiring Village Board of Trustees consideration pursuant to Section 2.9 of the Village’s Internal Control Policy; and

WHEREAS,  taking into account change orders GC-01 through GC-19, a total of $284,027.49, the revised General Construction VM #1228 contract total is $10,591,027.49, representing a 2.8% increase, overall; now, therefore, be it

RESOLVED,  that in accordance with Section 2.9 of the Village of Scarsdale Internal Control Policy, change orders GC-11 thru GC-19, totaling $88,627.39, as described in the attached, are herein authorized for VM Contract #1228 - General Construction, Scarsdale Public Library Renovation and Expansion project; and be it further

RESOLVED,  that said additions and modifications be paid utilizing available project contingency funds built into the approved project funding.

Submitted by:  Village Manager
Date:    February 04, 2020
For:    February 11, 2020
At their meeting on June 26, 2018, the Village Board of Trustees awarded VM Contract # 1228 – General Construction, Scarsdale Public Library Renovation and Expansion, to the lowest responsible bidder, Niram Inc. (Niram), Cedar Knolls, NJ, for a total contract award of $10,307,000. VM #1228 includes all the General Construction work, as well as Abatement work. The Library construction commenced on August 13, 2018. During the course of construction, a combination of added project features and unanticipated field conditions yielded the following additional work and associated change orders, numbered eleven through nineteen, totaling $88,627.69:

**Change Order GC-11, General Construction:** $7,172.26

- **Window Sill Modifications**

  The termination of the replacement skylight over the Children’s Room conflicts with the bottom of the existing east façade window openings (windows specified to be replaced in-kind) requiring the sills of three (3) window openings to be raised and shorter windows installed. This change order is to remove the existing stone sills, reinstall the existing sills at the required revised height and infill the areas under the windows with stone.

**Change Order GC-12, General Construction:** $9,627.00

- **Children’s Collection Ceiling Modification**

  The height to the bottom of the existing roof structure in the Children’s Collection area was discovered to be lower than anticipated, requiring the new finished ceiling level to
be lowered to allow for the installation of the recessed lighting fixtures and concealed sprinkler piping. This change order is to construct reverse soffits at windows because new ceiling height is lower than top of windows. This work also includes constructing a soffit to conceal perimeter sprinkler lines.

**Change Order GC-13, General Construction:** $5,377.00

- **Mansard Roof Stabilization**

  The wood blocking and top course of existing concrete block wall for the existing mansard roof was discovered to be loose during construction. This change order is to remove the wood blocking, install vertical reinforcement in the concrete block cavity, grout top three courses of concrete blocks and reinstall wood blocking for new roof surface.

**Change Order GC-14, General Construction:** ($5,500.00)

- **Soil Removal Credit**

  To save money the Village contracted with and outside contractor to dispose of soil that was filled with glass bottles. This change order is a credit for the trucking that Niram Inc. (General Contractor) no longer has to perform.

**Change Order GC-15, General Construction:** $32,068.45

- **Relocated Electrical Room Construction**

  During the field layout of the electrical switchgear, electrical panels and other misc. electrical items it was revealed that the room specified (existing mechanical room in basement) to house these items was not large enough. To accommodate all the electrical items a room had to be built within a space designated in the project as open storage. This change order is to construct the new electrical room and includes the framing and installation of sheet rock walls, installation of additional doors and door frames and painting. The Electrical & Mechanical Contractors have / will be submitting separate change orders for their portion of this work.

**Change Order GC-16, General Construction:** $14,422.84

- **Column Fireproofing**

  During demolition of existing wall finishes around existing steel columns the fireproofing block, unavoidably, came off with the finishes for at (10) of the columns. This change order is to re-fireproof (spray fireproofing) the ten (10) columns.

**Change Order GC-17, General Construction:** $5,090.84

- **HVAC Duct Opening Structural Reinforcement**
A new HVAC duct from the rooftop HVAC unit is shown on the contract drawings to go through the existing mansard roof side wall. The opening now has to be reinforced with a new steel lintel and steel bracing, per Dattner Architects. The duct opening reinforcement was not included in the contract documents.

**Change Order GC-18, General Construction:** $18,596.00

- *Second Floor Wall Finishing*

The existing perimeter second floor walls to remain were specified in the contract documents to be patched and painted. During construction it became evident that the existing wall surfaces were unsalvageable. This change order is for Niram to furr out the second floor perimeter walls with metal framing and gypsum board to allow for an appropriate finished wall surface.

**Change Order GC-19, General Construction:** $1,773.30

- *Elevator Call Stations*

During construction the Library Building Committee requested that the new elevator have the ability to lockout individual floors as needed. This change order is to add (3) keyed hall call stations to the elevator controls.

Attached are change orders GC-11 & GC-19 (General Construction) for the total negotiated amount of $88,627.39. The change orders have been reviewed and approved by Dattner Architects and Savin Engineers. The cost of the work is reasonable for the scope of work. This change order work will be charged to the 5% project contingency ($761,210 total contingency) built into the project funding. Upon approval of these change orders the project contingency balance will be $42,389.86. Attached is a project change order and contingency spreadsheet for your review, as well as, a project cost spreadsheet detailing the revised project costs, anticipated additional costs, approved funding and anticipated additional funding.

**General Construction Change Orders Previously Approved – Total $275,399.80 (contract increase $195,399.80)**

1. GC-01, $43,952.08 (no contract increase, General Allowance Utilized)

   Approved by the Village Manager on November 2, 2018, per memo dated October 26, 2018. The change order work was charged to the $80,000 General Allowance, therefore the contract sum was unchanged.

2. GC-02, 24,508.28 (no contract increase, General Allowance Utilized)

   Approved by the Village Manager on May 24, 2019, per memo dated May 23, 2019. The change order work was charged to the $80,000 General Allowance, therefore the contract sum was unchanged.
3. GC-03, $44,381.65 ($11,539.64 General Allowance, $32,842.01 Project Contingency)

   Approved by the Village Manager on May 24, 2019, per memo dated May 23, 2019. The change order work was charged to the $80,000 General Allowance that had a balance of $11,539.64 and the remaining $32,842.01 charged to the 5% project contingency.

4. GC-04, $57,704.06 (Project Contingency)

   Approved by the Village Manager on July 3, 2019, per memo dated July 2, 2019. The change order was charged to the 5% contingency ($761,210 total project contingency) built into the project funding.

5. GC-05 thru GC-08, $72,587.92 (Project Contingency)

   Approved by the Village Manager on July 3, 2019, per memo dated July 2, 2019. The change order was charged to the 5% contingency ($761,210 total project contingency) built into the project funding.

6. GC-09 & GC-10, $32,265.81 (Project Contingency)

   Approved by the Village Manager on December 18, 2019, per memo dated December 16, 2019. The change order was charged to the 5% contingency ($761,210 total project contingency) built into the project funding.

The previous approved change orders, totaling $275,399.80, yielded a contract increase of $195,399.80 ($80,000 General Allowance Utilized) or a 1.9% increase, and were approved by the Village Manager in accordance with Section 2.9 of the Village’s Internal Control Policy, which stipulates that for VM contracts greater than $500,000 the Village Manager is authorized to approve up to 20% of the contract, not to exceeded $200,000, in change orders before Village Board approval is required.

Summary

Upon approval of the attached General Construction change orders, GC-11 thru GC-19 for a total of $88,627.39, the revised grand total for VM #1228 will be $10,591,027.49, which is a $284,027.49, or 2.8%, higher than the original contract of $10,307,000. Change Orders GC-11 thru GC-19 will be charged to the 5% project contingency ($761,210 total contingency) built into the project funding.

I have attached a resolution seeking Village Board consideration of the change orders at their Regular Meeting on February 11, 2020.

Please let me know if you need any additional information.
Scarsdale Public Library

CHANGE ORDER
No. GC11

TITLE:  Window Sill at Skylight
PROJECT:  Scarsdale Public Library
TO:  Attn: Roman Graure, Jr.
      Nirum, Inc.
      4 East Frederick Place
      Cedar Knolls, NEW JERSEY 07927

          Phone: 973-299-4455  Fax: 973-267-1707

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Unit Cost:  $7,172.26
Unit Tax:   $0.00
Total:      $7,172.26

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $195,399.80
The Contract Sum Prior to This Change Order was $10,502,399.80
The Contract Sum Will be Increased $7,172.26
The New Contract Sum Including This Change Order $10,509,572.06
The Contract Time Will Not be Changed-

The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:

Nirum, Inc.
By: Roman Graure, Jr.  Date: 9/23/19

Searsdale Public Library

By: Stephen Pappalardo  Date: 9/23/19

Dattner Architects, PC
By: Robert E Drake  Date: 9/23/19

Savin Engineers, P.C.
By: Nancy Barbera  Date: 9/23/19

Niram reserves all rights regarding reimbursement for all costs associated with any time extensions, plus additional time & costs/impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable for bonds & insurance premiums.
Scarsdale Public Library

CHANGE ORDER
No. GC12

TITLE: Ceiling Modifications
PROJECT: Scarsdale Public Library
TO: Attn: Roman Graue, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927
Phone: 973-299-4455  FAX: 973-267-1707

DATE: 09/23/2019
JOB: 515601
CONTRACT NO: C-001

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Stock#</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Net Amount</th>
</tr>
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<tbody>
<tr>
<td>00001</td>
<td>PCO #32 - Ceiling modification to Children's collection per ASI #2.</td>
<td></td>
<td>1,000</td>
<td></td>
<td>$9,627.00</td>
<td>0.0%</td>
<td>$0.00</td>
<td>$9,627.00</td>
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Unit Cost: $9,627.00
Unit Tax: $0.00
Total: $9,627.00

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $202,572.06
The Contract Sum Prior to This Change Order was $10,509,572.06
The Contract Sum Will be Increased $9,627.00
The New Contract Sum Including This Change Order $10,519,199.06
The Contract Time Will Not be Changed
The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:
Niram, Inc.
By: Roman Graue, Jr. Date: 9/27/19

Scarsdale Public Library
By: Stephen Pappalardo Date: 9/27/19

Dattner Architects, PC
By: Robert E Drake Date: 9/27/19

Savin Engineers, P.C.
By: Nancy Barbera Date: 9/27/19

Niram reserves all rights regarding reimbursement for all costs associated with anytime extensions, plus additional time & costs/impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable for bonds & insurance premiums.

Page 1 of 1
Scarsdale Public Library

CHANGE ORDER
No. GC13

TITLE: Secure Existing CMU

PROJECT: Scarsdale Public Library

TO: Attn: Roman Graure, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927
Phone: 972-299-4455 Fax: 973-267-1707

DATE: 09/23/2019
JOB: 515601

CONTRACT NO: C-001

<table>
<thead>
<tr>
<th>Item</th>
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<th>Quantity</th>
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<th>Unit Price</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>PCO #42 - Secure Existing CMU at Menard</td>
<td></td>
<td>1.000</td>
<td></td>
<td>$5,377.00</td>
<td>0.00%</td>
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<td>$5,377.00</td>
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Unit Cost: $5,377.00
Unit Tax: $0.00
Total: $5,377.00

The Original Contract Sum was $10,307,000.00

Net Change by Previously Authorized Requests and Changes $212,199.06

The Contract Sum Prior to This Change Order was $10,519,199.06

The Contract Sum Will be Increased $5,377.00

The New Contract Sum Including This Change Order $10,524,576.06

The Contract Time Will Not be Changed

The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:

Niram, Inc.
By: Roman Graure, Jr.
Date: 9/23/19

Scarsdale Public Library
By: Stephen Pappalardo
Date: 9/23/19

Dattner Architects, PC
By: Robert E Drake
Date: 9/23/19

Savin Engineers, P.C.
By: Nancy Barbera
Date: 9/23/19

Niram reserves all rights regarding reimbursement for all costs associated with any time extensions, plus additional time & costs/impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable for bonds & insurance premiums.
**Scarsdale Public Library**

**CHANGE ORDER**
No. GC14

**TITLE:** Retention Soil Trucking Credit

**PROJECT:** Scarsdale Public Library

**TO:** Attn: Roman Graue, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927

Phone: 973-299-4455 Fax: 973-267-1707

**DATE:** 09/23/2019

**JOB:** 515601

**CONTRACT NO:** C-001

---

<table>
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<tr>
<th>Item</th>
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<th>Unit Price</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td>PCO #40 - Retention storm basin soil trucking credit.</td>
<td></td>
<td>1.000</td>
<td></td>
<td>($5,500.00)</td>
<td>0.00%</td>
<td>$0.00</td>
<td>($5,500.00)</td>
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**Unit Cost:** ($5,500.00)

**Unit Tax:** $0.00

**Total:** ($5,500.00)

---

The Original Contract Sum was ................................................................. $10,307,000.00

Net Change by Previously Authorized Requests and Changes ........................................ $217,576.06

The Contract Sum Prior to This Change Order was .............................................. $10,524,576.06

The Contract Sum Will be Decreased ........................................................................ $5,500.00

The New Contract Sum Including This Change Order .............................................. $10,519,076.06

The Contract Time Will Not be Changed ..................................................................

The Date of Substantial Completion as of this Change Order Therefore is ............

---

**ACCEPTED:**

Niram, Inc.

By: ____________________________ Date: 9/23/19

Roman Graue, Jr.

Scarsdale Public Library

By: ____________________________ Date: 9/23/19

Stephen Pappalardo

Dattner Architects, PC

By: ____________________________ Date: 9/23/19

Robert E Drake

Savin Engineers, P.C.

By: ____________________________ Date: 9/19/19

Bob Drake

Nancy Barbera

---

Niram reserves all rights regarding reimbursement for all costs associated with anytime extensions, plus additional time & costs/impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable for bonds & insurance premiums.
Scarsdale Public Library

CHANGE ORDER
No. GC15

TITLE: New Electrical Room
PROJECT: Scarsdale Public Library
TO: Attn: Roman Graue, Jr.

Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927

Phone: 973-299-4455 Fax: 973-267-1707

DATE: 10/02/2019
JOB: 515601

DESCRIPTION OF CHANGE
PCO #39 - Construct a new Electrical Room at the lower level as per ASI #16

Total Amount: $32,068.45

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001</td>
<td></td>
<td></td>
<td>1.000</td>
<td></td>
<td>$32,068.45</td>
<td>0.00%</td>
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<td>$32,068.45</td>
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Unit Cost: $32,068.45
Unit Tax: $0.00
Total: $32,068.45

The Original Contract Sum was .......................................................... $10,307,000.00
Net Change by Previously Authorized Requests and Changes .......................................................... $212,076.06
The Contract Sum Prior to This Change Order was .......................................................... $10,519,076.06
The Contract Sum Will be Increased .......................................................... $32,068.45
The New Contract Sum Including This Change Order .......................................................... $10,551,144.51
The Contract Time Will Not be Changed .......................................................... Y
The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:

Niram, Inc.

By: Roman Graue, Jr. Date: 10/02/19

Scarsdale Public Library

By: Stephen Pappalardo Date:

Dattner Architects, PC

By: Robert E Drake Date:

Savin Engineers, P.C.

By: Nancy Barbata Date: 10/24/19

"Niram reserves all rights regarding reimbursements for all time and cost impacts inclusive of impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable adjustments for bond and insurance premiums"
Scarsdale Public Library

CHANGE ORDER
No. GC16

TITLE: Fireproof Existing Columns
PROJECT: Scarsdale Public Library
TO: Attn: Roman Graure, Jr.
     Niram, Inc.
     4 East Frederick Place
     Cedar Knolls, NEW JERSEY 07927

DATE: 10/10/2019
JOB: 515601

DESCRIPTION OF CHANGE

FC# 43 - Furnish and install material for fireproofing of (10) existing columns on the main floor of the existing building.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Net Amount</th>
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<tbody>
<tr>
<td>00001</td>
<td></td>
<td></td>
<td>1.000</td>
<td>$14,422.84</td>
<td>0.00%</td>
<td>$0.00</td>
<td>$14,422.84</td>
</tr>
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Unit Cost: $14,422.84
Unit Tax: $0.00
Total: $14,422.84

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $244,144.51
The Contract Sum Prior to This Change Order was $10,551,144.51
The Contract Sum Will be Increased $14,422.84
The New Contract Sum Including This Change Order $10,565,567.35
The Contract Time Will Not be Changed
The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:
Niram, Inc.
By: Roman Graure, Jr. Date

Scarsdale Public Library
By: Stephen Pappalardo Date

Dattner Architects, PC
By: Robert E Drake Date

Savin Engineers, P.C.
By: Nadav Barbera Date

"Niram reserves all rights regarding reimbursement for all time and cost impacts inclusive of impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable adjustments for bond and insurance premiums"
Scarsdale Public Library

CHANGE ORDER
No. GC17

TITLE: Lintel & Opening

PROJECT: Scarsdale Public Library

TO: Attn: Roman Grauer, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927

Phone: 973-299-4455 Fax: 973-267-1707

DATE: 10/20/2019

JOB: 515601

CONTRACT NO: C-001

DESCRIPTION OF CHANGE
PCO #45R - Lintel and opening at Room 119 west wall for duct work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Sands</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>00001</td>
<td></td>
<td>1.000</td>
<td></td>
<td>$5,090.84</td>
<td>0.00%</td>
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<td>$5,090.84</td>
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Unit Cost: $5,090.84
Unit Tax: $0.00
Total: $5,090.84

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $258,567.35
The Contract Sum Prior to This Change Order was $10,565,567.35
The Contract Sum Will be Increased $5,090.84
The New Contract Sum Including This Change Order $10,570,658.19
The Contract Time Will Not be Changed
The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:
Niram, Inc.
By: Roman Grauer, Jr. Date: 10/23/19

Scarsdale Public Library
By: Stephen Pappalardo Date: 10/24/19

Dattner Architects, PC
By: Robert E Drake Date: 10/24/19

Savin Engineers, P.C.
By: Nancy Barbara Date: 10/24/19

“Niram reserves all rights regarding reimbursements for all time and cost impacts inclusive of impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable adjustments for bond and insurance premiums”
Scarsdale Public Library

CHANGE ORDER
No. GC18

TITLE: Frame & Cyp Exterior Walls
PROJECT: Scarsdale Public Library
TO: Attn: Roman Graure, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927

Phone: 973-299-4455 Fax: 973-267-1707

DATE: 10/20/2019
JOB: 515601

CONTRACT NO: C-001

DESCRIPTION OF CHANGE:
PCO #44 - Furnish and install metal framing and gypsum board to the exterior walls at the 2nd floor Room #’s 203, 204, 205, 206 and 206A.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Quantity</th>
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<th>Unit Price</th>
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<th>Net Amount</th>
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<tbody>
<tr>
<td>00001</td>
<td></td>
<td></td>
<td>1.000</td>
<td></td>
<td>$18,596.00</td>
<td>0.00%</td>
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<td>$18,596.00</td>
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Unit Cost: $18,596.00
Unit Tax: $0.00
Total: $18,596.00

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $263,658.19
The Contract Sum Prior to This Change Order was $10,570,658.19
The Contract Sum Will be Increased $18,596.00
The New Contract Sum Including This Change Order $10,589,254.19
The Contract Time Will Not be Changed

The Date of Substantial Completion as of this Change Order Therefore is

ACCEPTED:
Niram, Inc.
By: Roman Graure, Jr.
Date: 10/23/19

Scarsdale Public Library
By: Stephen Pappalardo
Date: 10/24/19

Dattner Architects, PC
By: Robert E Drake
Date: 10/23/19

Savin Engineers, P.C.
By: Nancy Barbera
Date: 10/24/19

"Niram reserves all rights regarding reimbursements for all time and cost impacts inclusive of impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable adjustments for bond and insurance premiums"
Scarsdale Public Library

CHANGE ORDER
No. GC19

TITLE: Add Keyed Elevator
PROJECT: Scarsdale Public Library
TO: Attn: Roman Graure, Jr.
Niram, Inc.
4 East Frederick Place
Cedar Knolls, NEW JERSEY 07927

Phone: 973-299-4455  Fax: 973-267-1707

DATE: 11/15/2019
JOB: 515601
CONTRACT NO: C-001

DESCRIPTION OF CHANGE
PCO #57 - Furnish and install keyed elevator hall call stations at each floor.

<table>
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<th>Item</th>
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<td>1.000</td>
<td></td>
<td>$1,773.30</td>
<td>0.00%</td>
<td>$0.00</td>
<td>$1,773.30</td>
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Unit Cost: $1,773.30
Unit Tax: $0.00
Total: $1,773.30

The Original Contract Sum was $10,307,000.00
Net Change by Previously Authorized Requests and Changes $282,254.19
The Contract Sum Prior to This Change Order was $10,589,254.19
The Contract Sum Will be Increased $1,773.30
The New Contract Sum Including This Change Order $10,591,027.49
The Contract Time Will Not be Changed
The Date of Substantial Completion as of this Change Order Therefore is

Accepted:
Niram, Inc.
By: [Signature]
Date: [Signature]

Scarsdale Public Library
By: [Signature]
Date: [Signature]

Dattner Architects, PC
By: [Signature]
Date: [Signature]

Savin Engineers, P.C.
By: [Signature]
Date: [Signature]

"Niram reserves all rights regarding reimbursements for all time and cost impacts inclusive of impacts to other trades that may not be fully realized/quantifiable at this time, along with allowable adjustments for bond and insurance premiums"
## Niram General Construction

**$10,307,000 Base Contract**

**($80,000 General Allowance)**

<table>
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<th>Change Order</th>
<th>Change Order Amount</th>
<th>General Allowance</th>
<th>Project Contingency</th>
<th>Comments</th>
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<td>GC-1 Asbestos Abatement</td>
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<td>$0.00</td>
<td>Approved by VM 11/02/18</td>
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<tr>
<td>GC-2 Abatement, manhole &amp; trenching</td>
<td>$24,508.28</td>
<td>$24,508.28</td>
<td>$0.00</td>
<td>Approved by VM 05/24/19</td>
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<tr>
<td>GC-3 Abatement &amp; Metal Panels</td>
<td>$44,381.65</td>
<td>$11,539.64</td>
<td>$32,842.01</td>
<td>Approved by VM 07/03/19</td>
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<tr>
<td>GC-4 Sunscreens</td>
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<td>$57,704.06</td>
<td>Approved by VM 07/03/19</td>
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<tr>
<td>GC-5 - Misc. Items</td>
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<td>$22,191.22</td>
<td>Approved by VM 10/25/19</td>
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<tr>
<td>GC-6 Electric Room Trenching</td>
<td>$28,732.00</td>
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<tr>
<td>GC-7 Concrete Cutting</td>
<td>$9,162.05</td>
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<td>$9,162.05</td>
<td>Approved by VM 10/25/19</td>
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<tr>
<td>GC-8 Steel and Concrete Modifications</td>
<td>$12,502.65</td>
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<td>$12,502.65</td>
<td>Approved by VM 10/25/19</td>
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<tr>
<td>GC-9 Asbestos Mastic Removal</td>
<td>$29,369.42</td>
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<tr>
<td>GC-10 Elevator Finish Change</td>
<td>$2,896.39</td>
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<tr>
<td>GC-11 Window Sill Modifications</td>
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<tr>
<td>GC-12 Children's Collect. Ceiling Mod.</td>
<td>$9,627.00</td>
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<td>$9,627.00</td>
<td>Pending Villag Board Approval</td>
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<tr>
<td>GC-13 Mansard Roof Stabilization</td>
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<td>$5,377.00</td>
<td>Pending Villag Board Approval</td>
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<tr>
<td>GC-14 Soil Removal Credit</td>
<td>$5,500.00</td>
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<td>$5,500.00</td>
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<tr>
<td>GC-15 Relocated Elect. Room Constr.</td>
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<td>GC-16 Column Fireproofing</td>
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<td>$14,422.84</td>
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<td>GC-17 HVAC Duct Structural Reinf.</td>
<td>$5,090.84</td>
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<td>$5,090.84</td>
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<td>GC-18 Second Floor Wall Finishing</td>
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<td>$18,596.00</td>
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<td>GC-19 Elevator Keyed Call Station</td>
<td>$1,773.30</td>
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<td>$1,773.30</td>
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**Niram Totals**

$164,027.49  $80,000.00  $284,027.49

## Healy Electric

**$2,233,000 Base Contract**

**($50,000 General Allowance)**

<table>
<thead>
<tr>
<th>Change Order</th>
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<th>General Allowance</th>
<th>Project Contingency</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>EC-01 Switchgear Relocation &amp; speaker credit</td>
<td>$32,415.00</td>
<td>$32,415.00</td>
<td>$0.00</td>
<td>Approved by VM 05/23/19</td>
</tr>
<tr>
<td>EC-02 Misc Items</td>
<td>$19,126.00</td>
<td>$17,585.00</td>
<td>$1,541.00</td>
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</tr>
<tr>
<td>EC-03 Tarriff</td>
<td>$22,159.00</td>
<td></td>
<td>$22,159.00</td>
<td>Approved by VM 11/11/19</td>
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<tr>
<td>EC-04 Power to Existing HVAC Equip.</td>
<td>$31,000.00</td>
<td></td>
<td>$31,000.00</td>
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</table>

**Healy Electric Totals**

$104,700.00  $50,000.00  $154,700.00

## S & L Plumbing

**$874,190 Base Contract**

**($25,000 General Allowance)**

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Change Order Amount</th>
<th>General Allowance</th>
<th>Project Contingency</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-1 Various Items</td>
<td>$21,454.62</td>
<td>$21,454.62</td>
<td>$0.00</td>
<td>Approved by VM 06/12/19</td>
</tr>
<tr>
<td>PC-2 Slab Trenching, Kitchenette tie in</td>
<td>$28,072.59</td>
<td>$3,545.38</td>
<td>$24,527.21</td>
<td>Approved by VM 07/05/19</td>
</tr>
<tr>
<td>PC-3 Replace 9 Roof Drains</td>
<td>$25,057.43</td>
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<td>$25,057.43</td>
<td>Approved by VM 07/05/19</td>
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<tr>
<td>PC-4 Install Over Flow Drains</td>
<td>$71,500.00</td>
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<td>$71,500.00</td>
<td>Approved by VM 08/01/19</td>
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<tr>
<td>PC-5 Roof Gas Piping</td>
<td>$9,000.00</td>
<td></td>
<td>$9,000.00</td>
<td>Approved by VM 11/18/19</td>
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<tr>
<td>PC-6 Bottle Filler</td>
<td>$2,259.14</td>
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<td>$2,259.14</td>
<td>Approved by VM 11/18/19</td>
</tr>
<tr>
<td>PC-7 Sink Pump Makers Room</td>
<td>$9,821.09</td>
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**S & L Plumbing Totals**

$178,232.04  $25,000.00  $203,232.04

## ABM Mechanical

**$1,810,000 Base Contract**

**($40,000 General Allowance)**

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**ABM Totals**

$171,009.84  $40,000.00  $211,009.84

## Other Vendors

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### Soft Costs - Construction Phase

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<td>$866,000.00 Library Fund Balance Transfer for Furniture and Shelving (BOT Approval 01/28/20)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TOTAL CURRENT PROJECT FUNDING</strong></td>
<td>$21,422,021.00</td>
<td></td>
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<tr>
<td><strong>TOTAL CURRENT FUNDING BALANCE</strong></td>
<td>$407,076.33</td>
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<tr>
<td>Item</td>
<td>Amount</td>
<td>Notes</td>
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<td>---------------------------------------------------------------------</td>
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<td>--------------------------------------------</td>
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<tr>
<td>GC Pending Change Orders - Not Received Yet</td>
<td>$63,000.00</td>
<td></td>
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</tr>
<tr>
<td>Millwork Changes</td>
<td>$25,000.00</td>
<td></td>
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<tr>
<td>Plumbing Change Order PC-11</td>
<td>$1,773.30</td>
<td>Pending VM Approval</td>
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<tr>
<td>Plumbing Pending Change Orders - Not Received Yet</td>
<td>$40,000.00</td>
<td></td>
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<tr>
<td>Electrical Pending Change Orders - Not Received Yet</td>
<td>$72,000.00</td>
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<tr>
<td>Fire Alarm, Access Control, Cameras, CCT Installation</td>
<td>$40,000.00</td>
<td></td>
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</tr>
<tr>
<td>Additional 4 months of CM (Savin) Services + Reimbursable Expenses</td>
<td>$110,000.00</td>
<td>4 x $23,250/month + reimbursable Expenses</td>
<td></td>
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</tr>
<tr>
<td>Additional 6 months of CA (Datner) Services (estimated)</td>
<td>$220,000.00</td>
<td>6 x $31,888.88/month + Fire Alarm Design</td>
<td></td>
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</tr>
<tr>
<td>Additional 7 months of storage - Santiago Moving</td>
<td>$21,000.00</td>
<td>7 x $3,000/month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Abatement Monitoring Services - Completed</td>
<td>$20,000.00</td>
<td>To be negotiated</td>
<td></td>
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<tr>
<td>Potential GC Delay Claim (minimum)</td>
<td>$100,000.00</td>
<td>3 months x $33,333/Month for Gen Conditions and Supervision</td>
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<tr>
<td>Material Testing</td>
<td>$7,300.00</td>
<td></td>
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<tr>
<td>Estimated unknown change orders to Finish Project</td>
<td>$225,000.00</td>
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<tr>
<td>($220,000) (Use of Contract Allowance Balances)</td>
<td></td>
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<tr>
<td>Estimated Additional Expenditures</td>
<td>$725,273.30</td>
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<tr>
<td>Revised Forecasted Funding Balance</td>
<td>($516,196.97)</td>
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</tbody>
</table>

**Future Additional Funding**

- $302,400.00 Library Fund Balance Transfer
- $154,000.00 2019/20 NYS Construction Grant - Funds Available Summer 2020

**Total Additional Future Funding**

- $456,400.00

**Project Funding Balance Based Estimated**

- $138,203.03 (Funding Balance doesn't include $334,518.00 of Cable Commission Funds for equipment and approved associated costs only.)

**Revised Estimated Total Project Costs**

- $21,740,217.97
- $20,875,217.97 Without Furniture and Shelving
RESOLUTION RE: ACCEPTANCE OF LITTLE FREE LIBRARY KIOSK GIFTS

WHEREAS, the Scarsdale Public Library received a request from a local student Danielle Kohn to start a Little Free Library kiosk program in the Village of Scarsdale; and

WHEREAS, many municipalities throughout the country and Westchester County have such kiosks, which increase a sense of community and beautify surroundings; and

WHEREAS, at their monthly meeting on May 15, 2019, the Advisory Council on Parks, Recreation and Conservation (PRC) voted unanimously to endorse Ms. Kohn’s proposal; and

WHEREAS, Ms. Kohn has secured funding for a total of four Little Free Library kiosks valued at $1,320 in the aggregate, with supporting gifts from the Friends of the Scarsdale Parks (FOSP) for two kiosks and posts ($660), the Friends of the Scarsdale Library (FOSL) for one kiosk and post ($330), the Scarsdale Foundation for one kiosk and post ($330), plus FOSL is donating a fifth kiosk, which an FOSL member is constructing; and

WHEREAS, Scarsdale Public Library and Department of Parks, Recreation and Conservation staff, with the assistance of the Friends of the Scarsdale Parks, will assemble, install, and maintain the kiosks at Brite Avenue Park, Crossway Field, Hyatt Park, Chase Park, and Harwood Park/Library Pond, while Scarsdale Public Library assumes responsibility for monitoring and stocking the kiosks, as needed; and

WHEREAS, pursuant to Policy #106: “Gifts to the Village of Scarsdale” of the Village of Scarsdale Administrative Policies & Procedures Manual, acceptance of all gifts valued at $500 or greater must be approved by the Village Board of Trustees; now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the gifts of $660 from the FOSP, $330 from the Scarsdale Foundation, $330 from the FOSL, totaling $1,320 in the aggregate, for the purchase of four Little Free Library kiosks and posts, as well as the gift of one fully assembled kiosk from an FOSL member; and be it further

RESOLVED, that the Village Board of Trustees hereby extends its gratitude to the FOSP, FOSL, and the Scarsdale Foundation for their generosity to the community.

Submitted by: Village Manager
Date: February 05, 2020
For: February 11, 2020
Memorandum
Parks, Recreation, and Conservation Department

To: Stephen M. Pappalardo, Village Manager
From: Brian Gray, Superintendent PRC; Elizabeth Bermel, Library Director
Date: January 30, 2020
Re: Acceptance of Gift – Pop-Up Library Kiosks

In November 2018, Scarsdale High School student Danielle Kohn contacted the Library Director to propose the idea of “pop-up library kiosks,” also known as Little Library Kiosks, in several locations throughout the village. Her proposal outlined the benefits of this take-a-book-leave-a-book model: increasing a sense of community, beautification, greater resident interaction, and book recycling. After meeting with Ms. Kohn and reviewing the information, the Library Director engaged the PRC Superintendent, the Friends of the Scarsdale Library (FOSL), and Friends of the Scarsdale Parks (FOSP).

With the enthusiastic verbal support of these groups, Ms. Kohn appeared before the Advisory Council on Parks and Recreation (PRC) at their meeting on May 15, 2019. The PRC offered its “support and endorsement for this worthy initiative,” having voted unanimously to endorse the library kiosk proposal.

Ms. Kohn solicited donations for a total of five Little Library Kiosks from the FOSL, the FOSP, and the Scarsdale Foundation. The FOSP is providing $660 to cover the cost of two kiosks and two posts, to be purchased through Little Free Libraries. The FOSL is providing $330 for one kiosk and post, as well as a second kiosk built and donated by a FOSL member. The Scarsdale Foundation is donating $330 for one kiosk and post.

In discussing kiosk deployment with the FOSP, the PRC Superintendent and Library Director identified the following five locations for the kiosks: Brite Avenue Park & Tennis Courts, Crossway Field, Hyatt Park, Chase Park, and Harwood Park (also known as the Library Pond).

Pursuant to Internal Control Policy #106; “Gifts to the Village of Scarsdale” of the Village of Scarsdale Administrative Policies & Procedures Manual, acceptance of all gifts valued at $500 or greater must be approved by the Village Board of Trustees. Attached herewith are the required resolution and supporting documentation for the Village Board’s consideration at their meeting on February 11, 2020. Please do not hesitate to contact us with any questions.
Memorandum
Village Manager's Office

To: Honorable Mayor Samwick and Village Trustees
From: Scarsdale Advisory Council on Parks and Recreation
      Louis Vetrone, Chair
Date: May 30, 2019
Re: PRC Endorsement of Library Kiosks Plan

On May 15, 2019, at a regularly scheduled meeting of the Advisory Council on Parks and Recreation (PRC), Scarsdale High School student Danielle Kohn (SHS ’21), presented a plan to install pop-up library kiosks throughout the Village. For the reasons outlined below, the PRC offers its support and endorsement for this worthy initiative.

Pop-up library kiosks are wooden book stands that encourage residents to take a book and/or leave a book to share with other residents. They have been placed in municipalities throughout the country, including in New Rochelle, where they have been highly popular. As outlined in Ms. Kohn’s impressive and well-informed presentation, installing library kiosks throughout the Village would build a feeling of community. Residents in communities with library kiosks report that these installations result in greater interaction with their neighbors. Library kiosks can beautify the community; many such programs provide local artists an opportunity to decorate the installations. Also, as Ms. Kohn noted, the kiosks would provide our residents with easy access to books during the ongoing library renovation and enable residents to share books they have not been able to donate to the library during the renovation. Finally, library kiosks are reasonably priced, with basic models costing about $250 and posts about $80-90.

The PRC has voted unanimously to endorse the library kiosk proposal. The members believe that the kiosks would be a welcome addition to the Scarsdale community providing a valuable service for our residents. We strongly urge the Village to move forward with implementing this initiative.

cc: Brian Gray, Superintendent, Scarsdale Parks Department
RESOLUTION RE: AUTHORIZATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE SCARSDALE POLICE BENEVOLENT ASSOCIATION

WHEREAS, the Village of Scarsdale (“Village”) and Scarsdale Police Benevolent Association (“PBA”) are parties to a Collective Bargaining Agreement that expired on May 31, 2019; and

WHEREAS, changes to the terms and conditions of employment were agreed upon by the parties and placed in the form of a Memorandum of Agreement dated January 14, 2020, attached hereto and made part hereof; and

WHEREAS, the membership of the PBA ratified the terms and conditions contained in the Memorandum of Agreement on January 20, 2020; and

WHEREAS, on January 28, 2020, the Village Board convened in executive session for the purpose of discussing collective bargaining agreements, at which time the Village Board had an opportunity to discuss the Memorandum of Agreement dated January 14, 2020, between the Village and the PBA; and

WHEREAS, the Memorandum of Agreement between the Village and the PBA regarding the terms and conditions of employment for the period June 01, 2019, through and including May 31, 2025, is being presented for approval by the Village of Scarsdale Board of Trustees; now, therefore, be it

RESOLVED, that the Memorandum of Agreement between the Village and the PBA dated January 14, 2020, regarding the terms and conditions of employment for the period June 1, 2019, through and including May 31, 2025, is hereby approved; and be it further

RESOLVED, that the Village Manager and Human Resources Director are hereby authorized to execute a Collective Bargaining Agreement for the period June 01, 2019, through and including May 31, 2025, between the Village and the PBA, incorporating the terms and conditions of said Memorandum of Agreement.

Submitted by: Village Manager
Date: February 4, 2020
For: February 11, 2020
Memorandum
Department of Human Resources

To: Stephen M. Pappalardo, Village Manager
From: Angela Martin, Director
Date: February 3, 2020
Re: Scarsdale Police Benevolent Association, Inc. Memorandum of Agreement

Enclosed is a copy of the Memorandum of Agreement ("Agreement") between the Village of Scarsdale ("Village") and Scarsdale Police Benevolent Association, Inc. ("PBA") relative to the negotiation of a successor Collective Bargaining Agreement ("CBA") covering the period from June 1, 2019 to May 31, 2025. I have been advised by the PBA’s president that the PBA membership has ratified this Agreement on January 20, 2020.

This unit currently represents forty (40) Police Officers and Sergeants and has a total annual payroll of approximately $4.4 million. Negotiations began in March of 2019 for an Agreement that expired on May 31, 2019. Considerable time and effort has gone into the negotiation of a successor Collective Bargaining Agreement, and negotiations were both professional and amiable. The Agreement includes the following terms:

1. Salary adjustments as follows:
   a. Salary increase of 2.75% applicable to fiscal year 2019/20;
   b. Salary increase of 2.75% applicable to the first half of fiscal year 2020/21;
   c. Salary increase of 2.75% applicable to the second half of fiscal year 2021/22;
   d. Salary increase of 3.00% applicable to the first half of fiscal year 2022/23;
   e. Salary increase of 3.00% applicable to fiscal year 2023/24; and
   f. Salary increase of 2.50% applicable to fiscal year 2024/25.

2. Effective June 1, 2022, the longevity schedule will be amended to increase the amount paid to members who have completed five (5) and seven (7) years of service by $250, and a new tier will be added for members who have completed ten (10) years of service.

3. Effective January 1, 2020 employees will be granted one (1) additional personal day.
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT ("Memorandum") made and entered into this day of January, 2020 by and between the negotiating committees for the Village of Scarsdale ("Village") and the Scarsdale Police Benevolent Association, Inc. ("Association").

WHEREAS, the parties are signatories to a Collective Bargaining Agreement which expired on May 31, 2008, which was modified and supplemented by a Memorandum of Agreement covering the period of June 1, 2008 to May 31, 2009, and further modified and supplemented by a Memoranda of Agreement covering the periods of June 1, 2009 to May 31, 2013 and June 1, 2013 to May 31, 2019; and

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor collective bargaining agreement covering the period of June 1, 2019 to May 31, 2025;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Memorandum are subject to ratification by Village’s Board of Trustees and the Association membership.

2. A copy of this document has been furnished to representatives of the Association.

3. The provisions of the prior Collective Bargaining Agreement and Memoranda of Agreement shall be incorporated into a successor agreement.

4. All proposals not covered herein made by either party during the course of negotiations shall be deemed withdrawn.

5. The language of all parts of this Memorandum shall be construed as a whole, according to its fair meaning, and not strictly for or against either party,
regardless of who is the author.

6. Unless otherwise noted, all changes shall be prospective from the signing of this Memorandum. All dates involved in the length of the Agreement shall conform to the duration of the negotiated Agreement, which is from June 1, 2019 to May 31, 2025.

7. Amend Article XVIII (A) of the Collective Bargaining Agreement to read as follows: This Agreement shall become effective June 1, 2009 and shall terminate at the close of business on May 31, 2025.

8. Amend Article IV (A) to include the following:
   a. Effective June 1, 2019, the June 1, 2018 First Grade salary shall be increased by 2.75%
   b. Effective June 1, 2020, the June 1, 2019 First Grade Officer salary shall be increased by 2.75%
   c. Effective June 1, 2021, the June 1, 2020 First Grade Officer salary shall be increased by 2.75%
   d. Effective June 1, 2022, the June 1, 2021 First Grade Officer salary shall be increased by 3.0%
   e. Effective June 1, 2023, the June 1, 2022 First Grade Officer salary shall be increased by 3.0%
   f. Effective June 1, 2024, the June 1, 2023 First Grade Officer salary shall be increased by 2.5%

9. Amend Article IX(A) to include the following:
   Effective January 1, 2020, each employee shall be granted six days personal leave
per year.

10. Amend Article IV(B) * to include the following: Longevity will be paid in June of each year, by separate check, to those employees who have completed continuous years of service by May 31 of that year as follows:

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Five (5) years</td>
<td>$1,100</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>$1,300</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>$1,750</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>3% of PO First Grade plus additional $500</td>
</tr>
</tbody>
</table>

Effective June 1, 2022 (Detectives Only)

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Five (5) years</td>
<td>$1,550</td>
</tr>
<tr>
<td>Seven (7) years</td>
<td>$1,750</td>
</tr>
<tr>
<td>Ten (10) years</td>
<td>$2,200</td>
</tr>
<tr>
<td>Fifteen (15) years</td>
<td>3% of PO First Grade plus additional $950</td>
</tr>
</tbody>
</table>

*In the latest draft of the updated 2009 to 2019 collective bargaining agreement this language will appear at Article IV(E)

11. Amend Article XII(D)(1)(a) to include the following:

a. Effective June 1, 2020 employees receiving individual health insurance coverage shall pay a contribution of $70 per pay period, and employees receiving family health insurance coverage shall pay a contribution of $130 per pay period.

b. Effective June 1, 2021 employees receiving individual health insurance coverage shall pay a contribution of $75 per pay period, and employees receiving family health insurance coverage shall pay a contribution of $135 per pay period.

c. Effective June 1, 2022 employees receiving individual health insurance coverage shall pay a contribution of $80 per pay period, and employees
receiving family health insurance coverage shall pay a contribution of $140 per pay period.

d. Effective June 1, 2023 employees receiving individual health insurance coverage shall pay a contribution of $85 per pay period, and employees receiving family health insurance coverage shall pay a contribution of $145.

e. Effective June 1, 2024 employees receiving individual health insurance coverage shall pay a contribution of $90 per pay period, and employees receiving family health insurance coverage shall pay a contribution of $150 per pay period.

12. Amend Article XIII(B) by deleting “The Village shall continue the to provide the benefits of Section 302(9)(d) (one year final average salary).”

13. The parties shall negotiate to agreement a General Municipal Law section 207-c procedures. Such negotiations shall commence within sixty (60) days of bilateral ratification of this Memorandum of Agreement.

14. The parties shall negotiate to agreement (1) a maternity/paternity leave policy where members may use their accumulated contractual leave time under conditions to be agreed upon by the PBA and the Village and (2) a sick leave bank provision which will allow members to donate a certain number of sick days to any other member who has a non-occupational illness or injury which incapacitates such member from performing his/her duties.

15. The parties agree to simultaneously execute the attached Stipulation of Settlement regarding grievance arbitration AAA Case #01-150004-2313.
16. The signatories below agree to recommend this Memorandum for ratification.

For PBA

[Signature]
1/14/20

PBA President

For Village of Scarsdale

[Signature]

Village Manager
RESOLUTION RE: TERMINATION OF VM CONTRACT #1247 – GROUNDS MAINTENANCE

WHEREAS, pursuant to the results of sealed bids submitted to the Village on January 11, 2019, under VM Contract #1247—Grounds Maintenance, Landscape Concepts, 253 Route 100, Somers, NY 10589, was awarded a two-year contract for said services on February 26, 2019 (resolution attached), with the two-year term expiring March 26, 2021; and

WHEREAS, following completion of the first year’s scope of services, Landscape Concepts requested to terminate the balance of the Contract; and

WHEREAS, pursuant to Section 12 of the General Conditions of VM Contract #1247, the Village is permitted to cancel the contract after the first year, and the Department of Parks, Recreation and Conservation recommends the request be granted without penalty; now, therefore, be it

RESOLVED, that the Village Manager is herein authorized to terminate VM Contract #1247 with Landscape Concepts, 253 Route 100, Somers, NY 10589, which is hereby released of its year-two obligations under VM #1247—Grounds Maintenance; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake a new solicitation for bids pursuant to VM Contract #1259 – Ground Maintenance.

Submitted by: Village Manager
Date: February 05, 2020
For: February 11, 2020
The Village of Scarsdale advertised on January 11, 2019, for sealed bids pursuant to VM #1247, Grounds Maintenance, to provide such services on 35 properties owned by the Village. On the bid opening date of February 13, 2019, four sealed bids were received. The lowest responsible bid was submitted by Landscape Concepts, 253 Route 100, Somers, NY 10589, in the amount of $142,768 for the two-year contract term, or $71,384 annually.

Staff contacted Landscape Concepts by phone to discuss their submission and confirm their understanding of the scope of services, checked the firm’s references, and also visited their premises to verify that they possess the necessary equipment. VM Contract #1247 was then awarded to Landscape Concepts on February 26, 2019, for a two-year term commencing on March 26, 2021.

Subsequently, Landscape Concepts informed the Village that they wish to terminate VM Contract #1247 prior to the 2020 season. Pursuant to Section 12 of the General Conditions of VM Contract #1247, the Village is permitted to cancel the contract after the first year. Because Landscape Concepts completed the services detailed in the specifications of the bid documents for year one of the contract term, no damages are due the Village.

Accordingly, I have prepared the attached resolution recommending the termination of VM Contract #1247 Grounds Maintenance. Please place this on the agenda for the Village Board’s consideration at their meeting on February 11, 2020.
RESOLUTION RE:  AWARDING VM CONTRACT #1247 – GROUNDS MAINTENANCE

WHEREAS, grounds maintenance services on 35 Village properties is provided through contractual services, with the most recent contract, VM #1168 with Greenway Property Services, having expired in November 2018; and

WHEREAS, on January 11, 2019, the Village advertised for proposals under VM Contract #1247 – Grounds Maintenance, and on February 13, 2019, the date of the bid opening, four sealed bids were opened with the lowest responsible bid received from Landscape Concepts, 253 Route 100, Somers, NY 10589, in the amount of $142,768 for the two year contract term or $71,384 annually; and

WHEREAS, Village staff contacted Landscape Concepts to discuss their submission, checked references, and performed a site visit to inspect the company’s equipment and confirmed their competence and ability to perform the required contractual work; now, therefore, be it

RESOLVED, that VM Contract #1247 – Grounds Maintenance, is herein awarded to Landscape Concepts, 253 Route 100, Somers, NY 10589, in the amount of $142,768 ($71,384 per year for 2019 and 2020) subject to the availability of adequate budget appropriations; and be it further

RESOLVED, that the Village Manager is herein authorized to execute VM Contract #1247 – Grounds Maintenance, on behalf of the Village of Scarsdale, with said Landscape Concepts, 253 Route 100, Somers, NY 10589; and be it further

RESOLVED, that the cost of VM Contract #1247 – Grounds Maintenance be charged to the following accounts based on the allocation of work:

A-7020-PARKS-MAINT-400 499
A-1490-HWY-PARKS-400 499
L-7410-FAC-GRDS-400
A-9990-HUMSV-SVAC-400-483
EWS-8310-DSTRB-OP/MT-400-499
ER-2000-POOL-POOL-400 499; and be it further

RESOLVED, that this contract may be extended annually by the Village Manager for three additional one year periods subject to the availability of adequate budget appropriations in accordance with the annual consumer price index provision provided, as long as all other contract terms and conditions are unchanged.

Submitted by: Village Manager
Date: February 21, 2019
For: February 26, 2019

CERTIFICATION
THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SCARSDALE ON 02/26/2019
DONNA M. CONKLING
VILLAGE CLERK
VILLAGE OF SCARSDALE  
WESTCHESTER COUNTY, NEW YORK

Articles of Agreement

Grounds Maintenance — Contract VM – 1247

Navy Ann Rivera (Name of Bidder)
Landscape Concepts (Name of Company or Corporation)
of 253 Route 100, Scarsdale, NY 10583 (Address)
doing business as

hereby agrees to provide Lawn Maintenance for Scarsdale Parks for the Village of Scarsdale, Recreation Department, Village Hall, Scarsdale, Westchester County, New York, in accordance with the proposal, Information for Bidders, general Conditions and Specifications, which are attached to these Articles of Agreement and hereby made a part of this Contract, all of which Contract Documents the Contractor acknowledges he has read and examined and accept in full payment for the services in the proposal, provided for in the Contract Documents, the total amount as indicated in the proposal for:

**Unit A — Grounds Maintenance on Properties**

**Year One (1)**

1. Ardsley Road Water Tank
   - $900 (lump sum)
   - nine hundred
   - In Writing (Print)

2. Aspen Park
   - $1,800 (lump sum)
   - one-thousand eight hundred
   - In Writing (Print)

3. Boniface Circle
   - $1,200 (lump sum)
   - one-thousand two hundred
   - In Writing (Print)

4. Boniface Water Tower
   - $1,580 (lump sum)
   - one-thousand five hundred eighty
   - In Writing (Print)
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<th>Park</th>
<th>Amount</th>
<th>Description</th>
<th>Amount</th>
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<td>5. Brite Avenue Courts</td>
<td>$2,400</td>
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<tr>
<td>6. Chase Road Park</td>
<td>$2,950</td>
<td>(lump sum)</td>
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<tr>
<td>7. Colonial Acres Park</td>
<td>$2,000</td>
<td>(lump sum)</td>
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<td>8. Corell Park</td>
<td>$1,350</td>
<td>(lump sum)</td>
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<td>9. Crossway Fire House</td>
<td>$1,600</td>
<td>(lump sum)</td>
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<tr>
<td>10. Crossway Leaf Transfer Site</td>
<td>$1,600</td>
<td>(lump sum)</td>
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<tr>
<td>11. Davis Park</td>
<td>$2,150</td>
<td>(lump sum)</td>
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<td>12. de Lima Park</td>
<td>$2,100</td>
<td>(lump sum)</td>
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<td>13. Depot Station Area</td>
<td>$1,500</td>
<td>(lump sum)</td>
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<td></td>
<td>Project Name</td>
<td>Amount</td>
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<tr>
<td>14.</td>
<td>Drake Road Park</td>
<td>$1,600</td>
<td>one thousand six hundred</td>
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<td></td>
<td>(lump sum)</td>
<td>In Writing (Print)</td>
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<tr>
<td>15.</td>
<td>George Field Park</td>
<td>$1,600</td>
<td>one thousand six hundred</td>
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<td></td>
<td></td>
<td>(lump sum)</td>
<td>In Writing (Print)</td>
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<tr>
<td>16.</td>
<td>Greenacres Playground</td>
<td>$2,050</td>
<td>two thousand fifty</td>
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<td></td>
<td></td>
<td>(lump sum)</td>
<td>In Writing (Print)</td>
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<td>17.</td>
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<td>26. Public Safety Building</td>
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<td>34. Library Rain Gardens</td>
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<td>18. High School Tennis Courts</td>
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<tr>
<td>20. Kid's Base</td>
<td>$1,650</td>
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<td>26</td>
<td>Public Safety Building</td>
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<td>32</td>
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<td>34</td>
<td>Library Rain Gardens</td>
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<td><strong>TOTAL FOR UNIT A; YEARS ONE AND TWO</strong></td>
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**UNIT B: Grounds Maintenance on Pool Complex Year One (1).**

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<td><strong>Year Two (2).</strong></td>
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<td>35</td>
<td>Pool Complex</td>
<td>$5,918</td>
<td>Lump Sum</td>
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<td>In Writing (Print)</td>
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It is further understood the term of the contract will be for two years starting March 2019 with an option at the sole discretion of the Village, to renew for three additional one year periods. The Village holds the right to cancel the contract after first year. The CPI used for this contract will be the New York – Northeastern New Jersey Consumer Price Index for all Urban Consumers, and shall be measured from January 1 to December 31.

In witness whereof, the Village of Scarsdale has caused this contract to be executed by its duly authorized officers, who, however, incur no possible personal liability by reason of the execution thereof or of anything herein contained and has caused its seal to be affixed hereunto and the Contractor had hereunto set his hand and seal this ___ day of March.

Village of Scarsdale:

By: [Signature]
Village Manager

Attest: [Signature]
Village Treasurer

Contractor:

By: [Signature]
Mary Ann Livea
Print Name
President
Title

Attest: [Signature]

Contract VM – 1247
NEW YORK ALL-PURPOSE ACKNOWLEDGMENT
REAL PROPERTY LAW §309-a

State of New York
County of Westchester } ss.

On the 12 day of March in the year 2019 before me,
the undersigned personally appeared Mary A. Rivera- Colch
Name of Signer
(and ____________) personally known to me or
Name of Additional Signer, if Any

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

[Signature of Notary Public]
Notary Public — State of New York

Place Seal Below OR Complete Lines Below

[Signature of Notary]
Name of Notary

[Name of County in Which Originally Qualified]

Commission Expiration Date

[Name of County in Which Certificate of Official Character Filed (if required)]

OPTIONAL
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Awarding VM Contract # 1347 Grounds Maintenance

Document Date: 2/26/19 Number of Pages: 11

Signer(s) Other Than Named Above:

©2017 National Notary Association

M1304-15 (09/17)
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**  845-279-5151

**8 Starr Ridge Road**

**Brewer, NY 10510**

**Robert J. Deldin**

**INSURED**

**Landscape Concepts**

**Cogo Creations Corp. dba 253 Route 108**

**Somers, NY 10589**

**CONTACT NAME**

**Robert J. Deldin**

**PHONE**  845-279-5151  845-279-5774

**FAX**

**EMAIL ADDRESS**

rdeldin@biddinsurance.com

**INSCRIBED AFFIRMING COVERAGE**

**NAIC #**

INSURER A: Selective Insurance Co. of America  12572

The State Insurance Fund

**COVERAGE**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

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<th>POLICY EFF</th>
<th>POLICY EXP</th>
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<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>X OCCUR</td>
<td>S 2231028</td>
<td>10/14/2018</td>
<td>10/14/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td>DAMAGE TO RENTED PREMISES ($500,000)</td>
<td>MED EXP (Any person) $15,000</td>
</tr>
<tr>
<td>A X</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY</td>
<td>S 2231028</td>
<td>10/14/2018</td>
<td>10/14/2019</td>
<td>COMBINED SINGLE LIMIT ($1,000,000)</td>
<td>CEREBRAL INJURY (Per person) $500,000</td>
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<td></td>
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<tr>
<td>A X</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR CLAIMS-MADE</td>
<td>S 2231028</td>
<td>10/14/2018</td>
<td>10/14/2019</td>
<td>EACH OCCURRENCE $2,000,000</td>
<td>AGGREGATE $2,000,000</td>
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<td></td>
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<tr>
<td>B X</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>Y IN</td>
<td>W24348153</td>
<td>01/01/2019</td>
<td>01/01/2020</td>
<td>X PER STATUTE OTH-ER-ER</td>
<td>E.L. EACH ACCIDENT $100,000</td>
<td>E.L. DISEASE - EA EMPLOYEE $100,000</td>
<td>E.L. DISEASE - POLICY LIMIT $600,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Village of Scarsdale, its officers, employees and agents are Additional Insured with respect to General Liability as required by written contract subject to the terms and conditions of the policy.

**CERTIFICATE HOLDER**

Village of Scarsdale

1001 Post Road

Scarsdale, NY 10583

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Jeff Deldin

**ACORD 25 (2016/03)**

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**CERTIFICATE OF INSURANCE COVERAGE**

**DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>COQUI CREATIONS CORP</td>
<td>914-224-3055</td>
</tr>
<tr>
<td>PO BOX 343</td>
<td></td>
</tr>
<tr>
<td>AMAWALK, NY 10501</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1c. Federal Employer Identification Number of Insured or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>371461601</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Scarsdale</td>
</tr>
<tr>
<td>1001 Post Road</td>
</tr>
<tr>
<td>Scarsdale, NY 10583</td>
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</table>

<table>
<thead>
<tr>
<th>3a. Name of Insurance Carrier</th>
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<tr>
<td>ShelterPoint Life Insurance Company</td>
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</table>

<table>
<thead>
<tr>
<th>3b. Policy Number of Entity Listed in Box “1a”</th>
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</thead>
<tbody>
<tr>
<td>DBL223532</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3c. Policy effective period</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/26/2018 to 10/25/2019</td>
</tr>
</tbody>
</table>

### 4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

### 5. Policy covers:

- [X] A. All of the employer’s employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer’s employees:

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

**Date Signed** 3/20/2019  
**By**  
(Signature of insurance carrier’s authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

**Telephone Number** 516-829-8100  
**Name and Title** Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier’s authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers’ Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers’ Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York Workers’ Compensation Board**

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

**Date Signed**  
**By**  
(Signature of Authorized NYS Workers’ Compensation Board Employee)

**Telephone Number**  
**Name and Title**

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

It is agreed that the contractor shall indemnify and save harmless the Village of Scarsdale, its officers, employees and agents from and against all loses and claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered, by reason of any act or omission of the said contractor, his subcontractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in this contract.

[Signature]

Mary Ann Rivera
Print Name

Sworn to before me this
5 day of November, 2019

[Signature]

Notary Public
PATRICIA KALDA
Notary Public of New York
Ph: 914.408.0158
Date: Mach 7, 2021
Not Expires Sept. 3, 2022
Dear Mayor Samwick, Trustees, Mr. Pappalardo and Mr. Cole,
Attached is a copy of the Report of the Municipal Services Committee, dated January 22, 2020, on Updates to Scarsdale Forum 2015 and 2018 Traffic Reports.
Sincerely,
Madelaine Eppenstein,
Scarsdale Forum Municipal Services Committee Chair
914.262.6656
January 22, 2020

SCARSDALE FORUM INC.

THIS REPORT HAS BEEN PREPARED UNDER EXPEDITIOUS TREATMENT PROCEDURE OF SCARSDALE FORUM INC. BY THE COMMITTEE WHOSE MEMBERS’ NAMES APPEAR BELOW. IT HAS BEEN APPROVED BY THE EXECUTIVE COMMITTEE OF THE FORUM AND AUTHORIZED FOR RELEASE TO THE PUBLIC, BUT IT HAS NOT YET BEEN SUBMITTED TO THE FORUM MEMBERS FOR THEIR APPROVAL.

Report of the Municipal Services Committee
On
Update to Scarsdale Forum 2015 and 2018 Traffic Reports

The Scarsdale Forum Inc. Municipal Services Committee (the “Committee”) proposes the following resolution for adoption by the Scarsdale Forum:

RESOLVED, that the Report of the Committee recommending that the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary; and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

SUMMARY

This Report is a follow up to two prior Scarsdale Forum Committee Reports, issued in 2015 and 2018, in accordance with the Committee’s authority under Scarsdale Forum By-Laws Art. VI.6.1(g): “to monitor action on and response to their reports. . .by the governmental organizations or private agencies to which such reports have been forwarded.”¹ In 2019, Scarsdale Forum reached out to its membership and to the wider public on social media for additional input from Scarsdale residents about their concerns about traffic safety on Village roads. Those public responses are reflected in this Report.

The Committee acknowledges that there have been many new traffic calming measures implemented by the Village since publication of the earlier Reports. More signals and signage alone, however, appear not to have incentivize better, safer, more compliant behavior by roadway users, and not just in the Village Center. For just one example, green signal arrows that were intended to ease traffic flow have instead encouraged motorists to advance into intersections that are already gridlocked, adding to queuing when the signals cycle to red. Traffic backed up on East Parkway does not prevent traffic turning from both directions on Popham Road from “blocking the box.” Stop signs do not appear to incentivize motorists to make an actual full stop as required, even when pedestrians are waiting to cross the street. Pedestrians do not always use crosswalks, and cyclists do not always adhere to the rules of the road.

Many infractions are so persistent and cause so many impediments to traffic flow and pedestrian safety, for example speeding, texting while driving, failure to yield to pedestrians especially while they are still in crosswalks, illegal U-turns, failure to actually stop at stop signs and the rolling “stop,” and acceleration to beat red signals, that more active enforcement at numerous locations and a zero tolerance policy should be considered. The Committee also acknowledges, as did Village consultants, that enforcement cannot be expected to be present 24/7, but notes that one consultant suggested “the Village should consider diligent enforcement of vehicular and pedestrian traffic regulation to further reinforce the necessity of adhering to proper traffic safety practices.”

It is possible that traffic cameras and flashing speed violation radar signals may be needed at more than a few locations to incentivize motorists not to block the box, not to run red lights, and not to speed over the posted limits. Failure to yield to pedestrians, cyclists and waiting school buses would require other kinds of intervention and enforcement. Ultimately, it is important for the public to practice safety on the roads as a shared responsibility of all users.

To be sure, studies support the notion that changing public attitudes about safety on the roads over time lead to an appropriate response from government:

“Forty years ago, the public tolerated impaired driving and didn’t recognize the importance of seat belts in traffic safety. Through the concerted efforts of ordinary people and organizations such as Mothers Against Drunk Driving (MADD), assisted by DOT and other stakeholders, the culture changed. Impaired driving is no longer tolerated by the public and today, the vast majority of drivers use seat belts and child safety seats. Similar joint efforts are now changing the public’s acceptance of distracted driving. It is now time to address the issue of speeding and work to increase the public’s understanding of the dangers of speeding and the importance of complying with appropriately set posted speed limits.”

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4 National Highway Traffic Safety Administration, Federal Highway Administration, & Federal Motor Carrier Safety
For safe Village streets to become a reality, risky motorist behavior needs to be addressed beginning with curbing the culture of speeding. All roads are involved. Side streets are frequently used for the purpose of bypassing the signaled roadways. Indeed, GPS apps such as Waze and Google Maps route drivers through these side streets. According to feedback to the Committee from residents, speeding is routine on bypass routes such as Autenrieth Road, a Village Center connector between the heavily traveled east-west corridors of Crane and Popham Roads; Foxhall and Brookby Roads in Heathcote, quiet residential side streets used to bypass the 5-Corners intersection; and Brewster Road where parents drop off and pick up their children at the Greenacres school, while other motorists attempting to avoid Fenimore Road gridlock create more problems negotiating around the dropoff/pick-up activity at the school. The Village Hall parking lot has also become a convenient bypass route for motorists in a hurry, connecting Crane and Popham Roads.

Incidents and conditions listed here are not intended to be an exhaustive study of all traffic problems that exist in Scarsdale. Other traffic issues may be found in the Committee’s two prior comprehensive reports. Instead, the purpose of this Report is to provide some practical recommendations about strategies to calm traffic, to identify some of the more troublesome hot spots, and to recommend that Village budget allocations be increased accordingly to improve conditions on Scarsdale’s 79 miles of roads and 25 miles of walkways.

Above all, the Committee continues to recommend that improving the motorist, pedestrian and cyclist experience and public safety in this increasingly vehicle-centric environment should remain a Village priority.

**LOWER AREA SPEED LIMIT**

This Committee previously advocated for lower linear speed limits on Scarsdale’s streets. As noted in response to the Committee's 2018 traffic survey, in letters and public comments to the Village Board and the Scarsdale Police Department, and on social media, the community is in favor of the Village addressing speeding, implementing traffic calming methods, and enforcing traffic violations on Village streets that create unsafe conditions and undermine the quality of life in the Village.

The notion that lowering the speed limit to 25 mph would impede the normal and reasonable flow of traffic in the Village is not supportable, when the objective is to promote the Administration, “SPEED MANAGEMENT PROGRAM PLAN INITIATIVE UPDATE,” Executive Summary page 3 (2014), at https://www.nhtsa.gov/document/speed-management-program-plan (“NHTSA Speed Management Program”).


6 “In general, high speeds and large speed variation have a negative effect on the level of exhaust emissions, the level of traffic noise, fuel consumption and the quality of life for people living or working near the road [citation omitted].” D. Jomaa, et al., A Comparative Study between Vehicle Activated Signs and Speed Indicator Devices (Transportation Research Procedia, 2017), at https://doi.org/10.1016/j.trpro.2017.03.017.
orderly flow of traffic without causing harm. As discussed throughout this Report, speeding appears to be an integral part of road culture, which is why steps should be taken through a variety of strategies to address the problem and restore safety on all Village roads.

**Scarsdale Forum 2018 Traffic Survey Report on Lowering the Village Speed Limit**

The Executive Summary in the Forum’s 2018 Traffic Survey Report encapsulated the mood of the community in support of traffic calming through lowering the 30 mph speed limit:

“The feedback in the Survey represents an inflection point beyond which the wide range of observed and experienced hazards are no longer deemed to be acceptable “norms” by the Scarsdale community. The feedback confirms that the community will no longer tolerate unsafe conditions on Village roads and sidewalks. Survey participants, the majority of whom are Scarsdale residents, unequivocally affirm the community’s collective desire for the Village to find solutions to the impacts of speeding vehicles, distracted or negligent motorists, the lack of sidewalks in many places throughout the Village, in addition to the absence of crosswalks where they should be to assist pedestrians, poor lighting, and other hazards to name just a few of the problems observed along Scarsdale’s residential and business district roads.

The principal recommendation of the Committee is safer streets through traffic calming, reflecting the mandate of the Scarsdale community. The data, collected from over 700 respondents, demonstrate that Scarsdale residents want the Village to make improving pedestrian, cyclist and driver safety a top municipal priority.”

Besides safety and quality of life benefits, lowering the speed limit is consistent with “Complete Streets,” “Vision Zero,” “Road to Zero,” NYSDOT cyclist strategies, and even New York State “Climate Smart Community” goals, which are all discussed below.

**Village Board Support for Proposed Legislation on Lower Area Speed Limit**

In introductory comments at the Village Board meeting on October 7, 2019, Mayor Marc Samwick rolled out Scarsdale’s proactive support for statewide legislation enabling municipalities including Scarsdale to establish a 25 mph speed limit, following Scarsdale Assemblywoman Amy Paulin’s recent introduction of legislation in Albany of two bills that would accomplish that goal:

“Traffic safety is an ongoing priority for the Village. The Traffic Safety Committee is the primary decision-making body for traffic safety, control and calming measures. This Committee consists of technical expertise in traffic engineering and includes: the Village Engineer, members of the Police Department, members of the Department of Public Works and a representative from the Village Manager’s office. The Committee follows well-established guidelines and State mandates to determine measures that are appropriate for the Village.

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Over the years, one of the main frustrations the Village has faced with respect to traffic safety is the state-mandated minimum Village speed limit of 30 mph. The Village has recently requested that our State Assemblywoman, Amy Paulin, introduce and sponsor legislation that would permit villages to establish speed limits as low as 25 mph. Assemblywoman Paulin agreed to sponsor such legislation and quickly introduced two bills onto the Assembly floor. Village staff is seeking support for the proposed legislation from other nearby municipalities, Westchester County and various state associations, including the NY Council of Mayors.

Staff is working diligently on a parallel track to develop a deliberate approach to enhance the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicycle activity.

Traffic concerns may be submitted to the Traffic Safety Committee, to the Village Manager at manager@scarsdale.com or to me at mayor@scarsdale.com. The Manager and I will forward all emails to the Committee for its consideration.

The Village Board’s Resolution on lowering the area speed limit is a welcome statement on the safety benefits of this policy, commensurate with the residential character of the Village and high levels of vehicular and pedestrian traffic:

“RESOLUTION RE: EXPRESSING SUPPORT FOR PROPOSED NEW YORK STATE RESOLUTION LEGISLATION AUTHORIZING A 25 MPH AREA SPEED LIMIT

WHEREAS, the State of New York mandates a speed limit of not less than 30 mph be posted on neighborhood streets in cities, villages, and towns; and

WHEREAS, other states provide for a 25 mph speed limit which is more suitable for Scarsdale’s residential neighborhoods and other locations where elevated levels of pedestrian activity are reasonably anticipated, such as the Scarsdale Village Center, which features a busy commuter train station, a variety of local businesses, and abundant residential uses; and

9 “2019 Acts to Amend the Vehicle and Traffic Law.” The first bill would allow municipalities the option of setting the speed limit throughout to 25 mph (the current speed limit under Vehicle and Traffic Law §1643 for a city or village and §1662-a for a town is 30 mph), at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08599&term=0&Summary=Y&Memo=Y&Text=Y. The second bill would establish the 25mph limit for all municipalities statewide, at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08600&term=0&Summary=Y&Memo=Y&Text=Y.


11 See NHTSA Speed Management Program, page 6, at https://www.nhtsa.gov/document/speed-management-program-plan (“While speeding can be considered a national problem, it is clear that effective solutions must be applied locally. In 2011, 87% of speeding-related fatalities occurred on roads that were not interstate highways, as shown in the table below. The speeding-related fatality rate per vehicle mile traveled is highest on local and collector roads where the lowest speed limits are posted, presenting additional problems. Speeding is not just a passenger-vehicle- or motorcycle-related issue. With respect to large trucks, speed is a factor in about 8% of fatal crashes, and large trucks have a speed related component in 4.3% of work zone fatalities.”).
WHEREAS, the difference in public safety outcomes when comparing pedestrian-involved accidents occurring in a 30 mph versus 25 mph speed zone is significant, with the risk of pedestrian fatality reported by the National Highway Traffic Safety Administration to be approximately 3.26 times higher with a 30 mph posted speed limit than with one of 25 mph, as well as a risk of debilitating injury that is roughly 1.28 times higher; and

WHEREAS, a 2018 study released by the Insurance Institute for Highway Safety revealed that decreasing the posted speed limit from 30 mph to 25 mph resulted in 29.3% fewer vehicles exceeding 35 mph by 29.3% (sic, see footnote 13 below), as well as an 8.5% decrease in the incidence of vehicles exceeding 30 mph; and

WHEREAS, in consideration of the public safety benefits of authorizing New York cities, villages, and towns to post an Area Speed Limit of 25 mph, Assemblywoman Amy Paulin has introduced two bills to the New York State Assembly, A.08599 and A. 08600 (legislative summaries attached); now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees finds that the existing public safety justification for New York State to authorize cities, villages, and towns to post an Area Speed Limit of 25 mph is abundantly compelling; and be it further

RESOLVED, that the Board of Trustees hereby concludes that reducing the village-wide speed limit is an efficient, simple solution to advance traffic safety and protect the public health, safety and welfare, and invites all interested parties to support the proposed amendments to the New York State Vehicle and Traffic Law, allowing the Village of Scarsdale and other New York State cities, town and villages, to create an Area Speed Limit of 25 mph.13

Legislative Justification for Lowering the Area Speed Limit

The bills pending in Albany make crystal clear the justification and public safety benefits of lowering the speed limit to 25 mph:

“Research shows that faster driving speeds correlate to more serious injuries and fatalities for pedestrians in the event of an accident. The faster a vehicle is traveling, the less time its driver will have to see a pedestrian in the road and stop and the less time a pedestrian will have to react. According to the AAA Foundation for Traffic Safety, a pedestrian

struck by a vehicle going 25mph has a 25 percent risk of sustaining a serious or fatal injury, a 50 percent risk at 33mph and a 75 percent risk at 41mph.

A 2018 study released by the Insurance Institute for Highway Safety found that lowering the speed limit by 5 mph on city streets improves safety outcomes for motorists, pedestrians, and bicyclists by reducing the incidence of speeding. The study focused on Boston, which in 2017 lowered its default speed limit on city streets from 30mph to 25mph. Researchers found that after the city lowered its speed limit, the estimated odds of a vehicle exceeding 35mph fell by 29.3 percent. Also, the odds of a vehicle exceeding 30mph fell by 8.5 percent and by 2.9 percent of exceeding 25mph. **These reduced speeds will help to curb the city's incidence of serious injuries and fatalities in pedestrian involved accidents.**14 (emphasis added)

Lowering the speed limit in Scarsdale is of vital importance regardless of whether and when the Legislature in Albany acts, because pedestrian injury severity is a function of speed, and **the risk of a fatal injury increases when posted speed changes from 25 mph to 30 mph.**15

Incidents of pedestrian-involved accidents since 2017 in Scarsdale have been increasing at both intersection and non-intersection locations, with three such accidents in 2017, eight accidents in 2017, and 14 accidents in 2018, according to a chart obtained from the Village Manager’s office, attached as Exhibit A.16 As noted in the Committee’s prior Reports, neighboring communities have lowered both area and linear speed limits to 25 mph. Just recently, the speed limit along the entire length of Ashford Avenue between Ardsley Village and Dobbs Ferry Village was lowered to 25 mph. In the absence of an amendment to current state regulations and consistent with current Village planning, attached as Exhibit B, the Committee recommends that the Village should act now to facilitate lowering the speed limit on linear segments of certain roads, consistent with Scarsdale’s support of the 2019 Acts to Amend the Vehicle and Traffic Law.17

**School Zone Safety and Traffic Calming**

With so many public, private and religious school facilities throughout the neighborhoods there are bound to be safety issues on the roadways and walkways. Brewster Road between Olmsted Road and Harcourt Road is directly adjacent and in close proximity to the front entrance of Scarsdale High School. Some High School students walk or bicycle to and from the

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14 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
15 W.A. Leaf and D.F. Preusser, Literature Review on Vehicle Travel Speeds and Pedestrian Injuries Among Selected Racial/Ethnic Groups (NHTSA, 1999) (“Abstract: The relationship between vehicle travel speeds and resulting pedestrian injury was reviewed in the literature and in existing data sets. Results indicated that higher vehicle speeds are strongly associated with both a greater likelihood of pedestrian crash occurrence and more serious resulting pedestrian injury. It was estimated that only 5 percent of pedestrians would die when struck by a vehicle traveling at 20 miles per hour or less. This compares with fatality rates of 40, 80, and nearly 100 percent for striking speeds of 30, 40, and 50 miles per hour or more respectively.”) (emphasis added), at https://one.nhtsa.gov/people/injury/research/pub/hs809012.html.
17 See R. Cole to S. Pappalardo, Memorandum Re 25 mph Area Speed Limit Legislation (Sept. 23, 2019) (“Scarsdale streets need to be safe for all users, regardless of age, ability or mode choice,” at page 6).
facility and related facilities, and are required to cross Brewster Road on foot to access these facilities. Unlike the traffic calming signage on Mamaroneck Road adjacent to the Middle School, the Village 15 mph school zone speed limit is not prominently displayed and does not appear to be consistently obeyed, or regularly enforced, along the affected sections of Brewister, Harcourt and Olmsted Roads.\textsuperscript{18}

Passing and speeding occur on that section of Brewster Road, and student dropoff traffic is heavy at various times of the day, suggesting significant steps should be taken to implement traffic calming and gridlock solutions, possibly including crossing guards. Because there are few sidewalks along many neighborhood streets, and no dedicated bicycle lanes, parents are apprehensive about their children who do walk or ride bicycles to school. Dedicated bicycle lanes could be investigated as a way to protect students who bicycle to the High School or the nearby public library on adjacent road segments of Brewster Road, Wayside Lane and Olmsted Road. Traffic volume is exacerbated, moreover, by parents who drive their children to and/or from Village schools. A way to reduce dropoff/pick-up traffic would have the Village work with the School District to increase the bus fleet to provide more services to more students in every neighborhood. Many of these suggestions were made to the Committee by concerned parents.

Brewster Road traffic around the Fox Meadow School is another dropoff/pick-up location, with congestion compounded by student drivers headed back and forth to the High School. Parents have also brought to the attention of the Committee, and in some cases the Village, concerns about speeding near the Edgewood School, and motorists passing stopped school buses.

The High School frontage segment of Brewster Road is also a deer crossing location where deer have been sighted, there is evidence of browsing in adjacent Harwood Park, but no deer crossing signage has been installed that might mitigate speeding in the school zone and contribute to traffic calming.

\textbf{STRATEGIES FOR SAFER ROADS}

\textbf{Scarsdale Village Consultants’ Reports}

It is generally acknowledged that not all problematic road conditions have been resolved, especially the significant queuing and congestion in the Village Center that was observed and analyzed in independent consultants’ reports commissioned by the Village in 2005 and 2016.\textsuperscript{19} The consultants’ voluminous engineering analysis and suggested solutions in their 2016 report are discussed in more detail below. The Committee recommends that the Village revisit their consultants’ recommendations to determine whether any are applicable to today’s traffic realities and would be helpful in resolving outstanding issues on Scarsdale roads.

\textsuperscript{18} The only road where the Committee could find signage, for the 15 mph school zone speed limit under Local Law §290-54 near Scarsdale High School, is on Wayside Lane from Post Road to Carstensen Road (near the Alternative School facility).

Complete Streets

A Complete Street is “a roadway planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities.”\(^ {20}\) The emphasis is on all users, whether pedestrians, bicyclists, public transportation riders, or motorists; it encompasses children, the elderly, and persons with disabilities. Complete Street roadway design features include “sidewalks, lane striping, bicycle lanes, paved shoulders suitable for use by bicyclists, signage, crosswalks, pedestrian control signals, bus pull-outs, curb cuts, raised crosswalks, ramps and traffic calming measures.”\(^ {21}\) New York State’s Complete Streets paradigm has been adopted by Westchester County and White Plains, among other municipalities throughout New York State.\(^ {22}\)

Complete Streets infrastructure provides numerous benefits including, not surprisingly, resilience to climate change: \(^ {23}\)

“One of the most visible elements of New York City’s sustainable development agenda has been the transformation of the city’s streets from unwelcoming, traffic-dominated corridors to safer, more attractive public spaces that better accommodate all users. Large arterials have been transformed into “complete streets” with dedicated lanes for bicyclists, landscaped pedestrian islands and more efficient curbside regulations; areas of underutilized roadway have been repurposed as new public spaces; congested bus routes have become higher-speed Select Bus Service; and green infrastructure has been integrated into the streetscape to better manage storm water while enhancing the public realm.”\(^ {24}\)

The New York City Department of Transportation found, in The Economic Benefits of Sustainable Streets, “convincing evidence that improved accessibility and a more welcoming street environment... generate[d] increases in retail sales in the project areas.”\(^ {25}\) Towns and villages across New York State are planning also for safe and convenient modalities of travel in conjunction with the need to adapt to climate change, such as in Kingston, New York:

“Addressing climate change in Kingston can be accomplished through the aggressive implementation of the Complete Streets policy adopted by the Kingston Common Council in 2010. Complete Streets “are comprehensive, integrated roads that provide for safe and convenient travel along and across the street network by all users: walkers, bicyclists, drivers

\(^ {21}\) See https://www.dot.ny.gov/programs/completestreets.
\(^ {24}\) Id., page 7.
of various types of vehicles and riders of public transportation, of all ages and abilities, including children and youth, older adults, and persons with disabilities.

Walking brings health and environmental benefits, reduces traffic congestion, and brings customers to business along the walking routes. Planning that prioritizes pedestrian needs will require a different design from that which prioritizes vehicles. People are more likely to walk in interesting and safe environments that include attractive sidewalks, barriers between pedestrians and other traffic and traffic calming measures.”

The Complete Streets approach not only helps achieve healthy and sustainable transportation systems, but is complementary to and helps fulfill some of objectives of the “Climate Smart and Green Jobs Community Pledge.”

**Vision Zero and Road Zero Programs**

The fundamental approach of Vision Zero is to consider strategies and redesigned infrastructure that make it possible to change aggressive behaviors that undermine safety, and to prevent fatalities on the roads:

“In New York City, 239 people were killed in traffic crashes in 2015. The majority of these crashes happened on arterial roads and were caused by preventable driver behaviors such as speeding and failure to yield the right of way. These behaviors are too often enabled by street design that prioritizes driver speed and convenience, with the safety and experiences of cyclists and pedestrians being an afterthought. A standardized design is needed so that safety can be ensured by default, without relying on education campaigns that may not reach all drivers, or the presence of law enforcement. Once built, these streets are not subject to the shifting winds of politics, and require only standard maintenance to retain their effects.” (emphasis added)

A similar program, Road to Zero, follows a similar strategy: “1. Double Down on What Works, 2. Accelerate Advanced Technology, and 3. Prioritize Safety”

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These three approaches are essential and interconnected; none of the three will work effectively independent of the others. They are complementary, mutually dependent, and synergistic. (See figure on page 15.) For example, a growing safety culture will foster safe behaviors, such as driving sober and within the speed limit, and create a strong market for advanced safety technologies (including automated vehicles). As people become accustomed to the safety benefits of advanced technology and improved roads, they will become less tolerant of risky behavior and more supportive of the changes needed to build a Safe System. The effect of each change is intertwined with the others and mutually supportive – a “virtuous cycle.”

**Core Elements of Vision Zero**

The elements of Vision Zero are achievable, and could help prioritize action that is already employed by Scarsdale:

1. **Public, High-Level, and Ongoing Commitment.** The Mayor and key elected officials and leaders within public agencies, including transportation, public health, and police, commit to a goal of eliminating traffic fatalities and serious injuries within a specific timeframe. Leadership across these agencies consistently engages in prioritizing safety via a collaborative working group and other resource-sharing efforts.

2. **Authentic Engagement.** Meaningful and accessible community engagement toward Vision Zero strategy and implementation is employed, with a focus on equity.

3. **Strategic Planning.** A Vision Zero Action Plan is developed, approved, and used to guide work. The Plan includes explicit goals and measurable strategies with clear timelines, and it identifies responsible stakeholders.

4. **Project Delivery.** Decision-makers and system designers advance projects and policies for safe, equitable multi-modal travel by securing funding and implementing projects, prioritizing roadways with the most pressing safety issues.

**Safe Roadways and Safe Speeds**

5. **Complete Streets for All.** Complete Streets concepts are integrated into communitywide plans and implemented through projects to encourage a safe, well-connected transportation network for people using all modes of transportation. This prioritizes safe travel of people over expeditious travel of motor vehicles.

6. **Context-Appropriate Speeds.** Travel speeds are set and managed to achieve safe conditions for the specific roadway context and to protect all roadway users, particularly those most at risk in crashes. Proven speed management policies and practices are prioritized to reach this goal.

**Data-driven Approach, Transparency, and Accountability**

7. **Equity-Focused Analysis and Programs.** Commitment is made to an equitable approach and outcomes, including prioritizing engagement and investments in traditionally under-served communities and adopting equitable traffic enforcement practices.

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30 Id., page 16.
8. Proactive, Systemic Planning. A proactive, systems-based approach to safety is used to identify and address top risk factors and mitigate potential crashes and crash severity.

9. Responsive, Hot Spot Planning. A map of the community’s fatal and serious injury crash locations is developed, regularly updated, and used to guide priority actions and funding.

10. Comprehensive Evaluation and Adjustments. Routine evaluation of the performance of all safety interventions is made public and shared with decision makers to inform priorities, budgets, and updates to the Vision Zero Action Plan.”

The actionable strategies of the Vision Zero program can easily incorporate Complete Streets policies. This dual paradigm was implemented in New York City, one of Mayor De Blasio’s signature Vision Zero efforts to eliminate road accidents and fatalities:

“Since 2014, the City has used every tool at its disposal to improve the safety of our streets in every neighborhood and in every borough – with expanded enforcement against dangerous moving violations like speeding and failing to yield to pedestrians, new street designs and configurations to improve safety, broad public outreach and communications, and a sweeping legislative agenda to increase penalties for dangerous drivers and give New York City control over the safety of our own streets.”

Closer to home, the two bills introduced by Scarsdale’s Assemblywoman Amy Paulin highlight the Vision Zero strides made by New York City that could be emulated in Scarsdale to achieve safer streets:

“In 2014, New York City lowered its speed limit from 30mph to 25mph, as part of a program known as "Vision Zero, aimed at ending all traffic related deaths and serious injuries in the city by 2024. To date, the three years following implementation of the program have been studied and the number of traffic related fatalities declined for these three consecutive years and went down 23 percent overall.”

Bicycle and Pedestrian Safety: New York State Programs

Without dedicated lanes for bicyclists, and other necessary infrastructure such as sidewalks for pedestrians, these roadway and walkway users will continue to face challenges in Scarsdale. The New York State Department of Transportation has a variety of programs, initiatives and guidance documents that promote Complete Streets strategies and provide a way forward for both bicycle and pedestrian friendly strategies. Safe Routes to School and Walking School Bus are additional initiatives that should be explored:

- “Each of NYSDOT’s 11 geographic regions across the state has a regional bicycle pedestrian coordinator responsible for promoting bicycle and pedestrian programs. NYSDOT also

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33 Vision Zero, N.Y. City, at https://www1.nyc.gov/content/visionzero/pages/
34 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
maintains a [Bicycling in New York Web page](https://www.nysdot.gov/bicycling) and is developing a similar page for pedestrians.

- The Transportation Alternatives Program (TAP) Set-Aside provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; Safe Routes to School projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

- In June 2016, Governor Andrew Cuomo announced the first-ever New York State Pedestrian Safety Action Plan. This 5-year multi-agency $110 million initiative takes a three-pronged approach to improving safety. It is being implemented cooperatively by the New York State Department of Transportation focusing on engineering improvements, the State Department of Health conducting public education and awareness campaigns, and the Governor’s Traffic Safety Committee coordinating increased law enforcement.

- The 2010 [NYSDOT Pedestrian and Bicycle Policy](https://www.nysdot.gov/pedestrian-and-bicycle-policy) promotes pedestrian and bicycle travel for everyone on the state transportation system.

- NYSDOT’s [Highway Design and Project Development Manuals](https://www.nysdot.gov/highway-design-and-project-development-manuals) provide guidance for providing safe facilities for pedestrians, bicyclists and transit users. They also include information on how to make these facilities safer by integrating traffic calming, landscape architecture and community design.

- The transportation project design process considers potential project impacts on all transportation system users, including the elderly, people with disabilities, transit users, pedestrians and bicyclists. The [Capital Projects Complete Streets Checklist](https://www.nysdot.gov/capital-projects-complete-streets-checklist) is used to help identify needs for Complete Streets design features.

- Section 619 of NYSDOT’s [Standard Specifications](https://www.nysdot.gov/standardSpecifications) provides for the safe passage of pedestrians and bicyclists over highways under construction.

NYSDOT has undertaken a comprehensive effort to integrate the requirements of the New York State Smart Growth Public Infrastructure Policy Act. Some criteria of [Smart Growth](https://www.nysdot.gov/smart-growth) complement the goals of Complete Streets, such as furnishing transportation options other than automobiles, and reducing regional air pollution.

The Complete Streets law includes, but is not limited to, 13 Complete Street design features, all of which are represented in NYSDOT’s design standards: sidewalks, paved shoulders suitable for use by bicyclists, lane striping, bicycle lanes, signage, crosswalks, road diets, pedestrian control signalization, signals and delineation, bus pull-outs, curb cuts, ramps, ramps.

traffic calming measures, and raised crosswalks. Please visit our Designing Complete Streets page for more information and guidance for these features.”

New York State Climate Smart Communities

Scarsdale Forum’s Climate Resilience Committee has recommended that Scarsdale join dozens of other municipalities in Westchester County that are currently participating in New York’s Climate Smart Communities Program. New York State’s Department of Environmental Conservation provides compelling reasons for certification of a municipality like Scarsdale as a Climate Smart Community, including matching fund grant opportunities. Potential benefits include:

- “Better scores on grant applications for some state funding programs, like DEC’s Climate Smart Communities Matching-Fund Grants to support both comprehensive planning and specific implementation projects
- State-level recognition for each community’s leadership
- A robust framework to organize local climate action and highlight priorities
- Streamlined access to resources, training, tools and expert guidance
- Networking and sharing best practices with peers.”

This program has a direct correlation with traffic safety initiatives, since implementing strategies that support bicycling and walking and a Safe Routes to School program are just two of many certification items that would benefit Scarsdale if it were a Climate Smart Community. Other opportunities are available. Recently, for example, “Westchester County, along with five of its villages, one town, and two cities have been awarded a $100K grant to administer a collaborative working group to complete individual government operations greenhouse gas inventories and climate action plans that will outline emissions reduction targets, strategies, and projects.”

2016 TRC Traffic and Pedestrian Report Overview

TRC Engineers proposed a variety of modifications and alternatives to address the traffic issues it studied for the Village in 2016: This is a summary of those recommendations for the Popham Road, East Parkway, and Chase Road/Overhill Road locations:

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“Various different options/alternatives were considered along with various traffic signal timing and phasing modifications. The following are the recommendations for modifications along with other alternatives that the Village could consider.

A. Extended Flashing Don’t Walk Time: Recommended
This Alternative is recommended on certain movements/phases including crossing Chase Road at Popham Road, crossing Popham Road at Chase Road, and crossing Popham Road at East Parkway as discussed on page 19 of the main Report. This is based upon field observations and measurements to allow the proper time for people, particularly senior citizens, to cross the various streets. This can be performed by modifying the Flashing Don’t Walk time, including the time shown on the countdown timer, without changing the overall signal phasing and timing. [The Committee believes that the benefit of providing some way of better enhancing pedestrian ability to cross wide streets, including Popham Road bridge intersections, outweighs the inconvenience to motorists.]

B. Colored/High Visibility Crosswalk: Recommended
A colored/high visibility crosswalk is recommended, possibly with striping/wording on the pavement ahead of it. Such an improvement would enhance its visibility to motorists and improve the frequency of vehicles stopping before entering the crosswalk. [The Committee believes that the benefit of providing some way of better enhancing pedestrian visibility outweighs the inconvenience to motorists, and prevents motorists from overrunning the stop bar and crosswalk lines.]

C. Additional Traffic Signal Head for Westbound Popham Road Motorists: Recommended
It is recommended that an additional traffic signal head be added on the right-hand side of westbound Popham Road just prior to the crosswalk. This would further enforce the vehicle stop location and reduce the number of motorists stopping in the crosswalk, as the existing signal heads are farther away. [This recommendation was adopted by the Village.]

D. Lane Assignment Sign: Recommended
A sign graphically indicating lane assignments should be added to Popham Road westbound prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane. [This recommendation was adopted by the Village but installed well prior to the intersection with Autenrieth Road, potentially causing motorist confusion.]

E. Installing “Turning Vehicles Yield to Pedestrian” Sign and “No Turn on Red” Sign: Recommended
A ‘Turning Vehicles Yield to Pedestrian’ sign similar to what is utilized in other locations in the Village would be appropriate here and is recommended. ‘No Turn on Red’ signs should be placed adjacent to the corresponding overhead traffic signal head. There are some cases where they are placed adjacent to the signal head. [This recommendation for overhead signal signage was not adopted by the Village but should be implemented at all other applicable locations, such as, e.g., the intersection of southbound East Parkway with westbound Popham Road and elsewhere as appropriate. Additional “Turning Vehicles Yield to Pedestrian” signage is needed at other vulnerable locations.]

F. Backplates: Recommended
Backplates, the rectangular shields that fit behind the traffic signal head, could be added to the
traffic signal heads to help drivers with the glare issues. [This recommendation for backplates for the signal heads have not been but should be more widely adopted by the Village.]

G. Blinking Pedestrian Sign: Recommended (if installed with passive detection)
A ‘blinking’ pedestrian sign could be added instead of Rectangular Rapid Flashing Beacons (RRFB’s), which are not recommended (see item N Below); this may be more practical for this location. These should also be installed with ‘passive detection,’ thus they would start to blink when a person walks between two bollards. If they are not installed with passive detection, then they would be constantly blinking, even when no pedestrian is present, thereby diminishing their effectiveness. [This recommendation for blinking pedestrian signage, in particular giving both left and right turning motorists ample notice of crosswalks, was not adopted widely by the Village except for one notable exception on Crane Road. It should be adopted at every other point of pedestrian vulnerability.]

H. Additional Street Lighting: Recommended for consideration
Additional street lighting could be added to assist drivers at night. [This recommendation for additional street lighting is necessary to give both left and right turning motorists ample notice of crossing pedestrians, especially after dark when turning from through streets where excessive speed and heavy traffic are typical, and pedestrians are not always visible, nor are marked crosswalks always provided.]

I. Lead pedestrian phase: Recommended for Consideration
This Alternative, which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queuing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present. [The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

Some but not all of the above TRC consultants’ recommendations have been implemented. Some have been implemented at the Popham-Chase-Overhill location but are options that should be considered at other locations where similar problems exist. The following are options that the TRC consultants did not fully recommend, but should be reconsidered:

“J. Raised Crosswalk and Embedded Flashing Lights: Not Recommended
An option that was considered but is not recommended at this time is the provision of a raised crosswalk to enhance visibility, better alert motorists to its presence, and deter vehicles from stopping on top of the raised crosswalk. However, raised crosswalks are generally not designed to be installed on main roadways or emergency routes. They would also increase the noise in this area, which is abutted on both sides by apartment buildings. Also, some residents have suggested a raised crosswalk with blinking lights within the crosswalk. These blinking lights are effective in alerting motorists of the crosswalk but establish certain expectations, such as that they will blink whenever a pedestrian is present, while requiring frequent maintenance and are not recommended. [The significant benefit of providing some way of better enhancing pedestrian visibility outweighs the relatively minor and brief inconvenience to motorists.]


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Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.

M. Exclusive Pedestrian Traffic Signal Phase: Not Recommended
This Alternative is not recommended due to the significant adverse traffic impacts, resulting in long delays and queues which would lead to congestion and potentially aggravated/aggressive drivers. [The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

N. Rectangular Rapid Flashing Beacons: Not Recommended
Rectangular Rapid Flashing Beacons (RRFB’s) were evaluated for deployment at the crosswalks, but are not recommended. As added background, RRFB’s are a new pedestrian alert device that some jurisdictions are testing at non-signalized intersections. The RRFB’s are flashing lights that are typically attached to a pedestrian crossing sign and are activated by the pedestrian or bicyclist; they are not typically employed at a signalized intersection. [The significant benefit of this safety measure outweighs the relatively minor and brief inconvenience to motorists at non-signalized or other intersections. Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.]

Prioritize Safety

Standardized street infrastructure, signals and signage are recommended to consistently prioritize safety throughout the Village, in all neighborhoods and on all roads. Some examples curated from the sources cited in this Report are pedestrian island safe harbors and high-visibility crosswalks; exclusive crossing time; hardened centerlines and slow-turn wedges to reduce turning conflicts and calm turning traffic; flash alert solar pedestrian signs; pedestrian initiated crossing signals; delayed green signals; and signaled crosswalks on lengthy road segments currently without mid-block signals, signage or crosswalks.

The approaches outlined here, which are often used on a larger scale, are still instructive for smaller municipalities like Scarsdale, even those with more modest budgetary resources:

“There are 10 elements that make up a Vision Zero Street, all present in the New York City Department of Transportation Street Design Manual.

The City of New York currently applies these elements piecemeal, prioritizing the level of service for car and truck designers in decisions about whether to include or omit these elements on streets. On some multi-neighborhood arterial streets, elements are installed in one community but not the next. Even contiguous blocks of the same streets will feature varying quality of design.

42 Residents reported to the Committee that the pedestrian-activated flashing light on Crane Road near St. James the Less Church often does not work.
43 The Village has employed digital vehicle activated speed signs at few locations. If the feedback to motorists from these vehicle-activated speed monitors is found to encourage slower motorist speeds, the Village should investigate installing units at additional locations where speeding is found to be a continuing problem.
This lack of standardization is inequitable and endangers millions of New Yorkers. When road design constantly changes, it is difficult to normalize safe driving behavior or encourage more people to walk or bike. Furthermore, when safe streets appear as the rare exception rather than the rule, it feeds the perception that better design is unobtainable and impractical. This is not true: the Department of Transportation has a wealth of engineering resources in its Street Design Manual that are possible to implement and have been proven to reduce dangerous driving. A doubling of the Department of Transportation's capital budget would allow New York City feasibly reconstruct all its dangerous arterial roads within 50 years.

NYC must also fundamentally shift how it views its streets and allocates space for different modes. A Vision Zero-worthy street will prioritize the highest-capacity modes of transportation, like walking, biking, and using public transit, over the single-occupancy car. Toronto has already codified this hierarchy, and NYC should also adopt such a model in order to normalize safe street design.”  

Some of the same elements, which have already been installed at some locations in Scarsdale, should be standardized according to these guidelines:

“Consider the following 10 elements of a vision Zero Street as parts of a whole: When redesigning a dangerous street, engineers should consider application of the Vision Zero Street Design Standard as a holistic package before considering the application of individual elements. Not every street will necessarily be suitable for all elements, but the decision to omit any of them must only be made if doing so would have no adverse impact on pedestrian or cyclist safety. In particular, space for car parking must never be allowed to take priority over street design elements that save lives (emphasis added):

1. ADA Accessibility
2. Public Amenities
3. Protected Bike Lanes
4. Narrow Vehicle Lanes
5. Pedestrian Islands
6. Wide Sidewalks
7. Dedicated Mass Transit Facilities
8. Signal-Protected Pedestrian Crossings
9. Dedicated Unloading Zone
10. Signal Retiming.”

The locations in the Village illustrated in the following items would benefit from a Traffic Committee review of these fundamental Vision Zero elements to identify where safety improvements can and should be made.

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TRAFFIC CALMING OPPORTUNITIES

Popham Road Crosswalks at Overhill Road and East Parkway

Popham Road just east of the Chase Road intersection and Overhill Road was the location of a fatal pedestrian incident over ten years ago that was attributed to sun glare. Because the intersection geometry is asymmetrical, there are sight line problems for left turning motorists from Chase onto the eastbound through lane of Popham. Left turns are especially dangerous. The same difficulty is encountered to varying degrees by motorists turning right onto eastbound Popham from Scarsdale Avenue and turning left from East Parkway.

Pedestrians become frozen on certain sidewalks, unable, for example, to cross Popham Road at various points. Typically, numerous motorists in a steady stream of speeding traffic, turning right from southbound East Parkway onto westbound Popham, fail to take heed of the crosswalk immediately around the corner where pedestrians are attempting to cross. Adjustment of signal timing could help. At this blind corner, there’s no prominent “Yield to Pedestrian” signage to indicate that people might want to cross, and the Metro North overpass wall hides the crosswalk from view as motorists make the right turn. Without delayed green signals to hold motorists briefly in place, pedestrians with a walk sign often do not dare to cross, especially at night and when the intersection is backed up and blocked from all directions.

Both intersections might benefit from turn-calming strategies, and at appropriate locations, blinking signs with passive detection for the protection of pedestrians. Such safety measures could prevent another tragic incident.

Popham Road Bridge

Widening the Popham Road Bridge has not entirely met expectations that it would alleviate traffic volume and congestion. If anything, conditions have worsened for motorists and pedestrians alike. In the Committee’s 2015 Report, a recommendation was made to improve signage and pavement markings to indicate designated right or left-turn-only lanes and through lanes. The undersized signage indicating lane designations is easy to miss on the signal head, there is no sidewalk signage along the eastbound right turn lane onto Scarsdale Avenue, and the pavement arrows are usually too faded to be of any assistance to motorists. The resulting last minute, swerving lane changes by motorists are as predictable as they are dangerous.

Adding to the chaos, those Popham lanes shift multiple times in both directions between Autenrieth Road to the east and Garth Road to the west at the other end of the bridge, including the lanes over the bridge itself. There are at least four lamp posts on the sidewalk along the

south right-turn only lane of the bridge, yet no posted signage there or pavement marking clearly indicates that the lane is right-turn-only onto southbound Scarsdale Avenue (although a small sign, plain black and white sign with arrows is hanging next to the overhead signal). Without better directional signage, motorists who are out of position must shift lanes quickly, creating a hazard for eastbound vehicles in both the through lane and the far right lane of the bridge.

Might overhead signage near certain signals make a difference? Motorists block the asymmetrical intersection of Popham Road, East Parkway, and Scarsdale Avenue at all hours of the day and evening. The relatively new left turn, green signal arrows are not as effective as they could be if, for example, the arrows were to cycle to red together with a digital display of “no turn on red.” Queuing traffic on East Parkway northbound and Popham Road westbound is frequently backed up. There is little directional signage on the overhead signals – most are mounted on poles on the sidewalks. Westbound motorists often advance so far into the Popham intersection to make a left onto southbound Scarsdale Avenue, instead of yielding to oncoming traffic, as to be dangerously close to being hit by eastbound vehicles coming over the crest of the bridge, where everyone experiences sight line issues from both directions.

Notably, the 2016 TRC Traffic and Pedestrian Report recommended that: “A sign graphically indicating lane assignments should be added to Popham Road westbound over the Popham Road bridge prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane.” A similar argument could easily be made for the same signage to be added to Popham Road eastbound prior to the intersection with Scarsdale Avenue to establish appropriate lane assignments, particularly the right turn lane onto Scarsdale Avenue.

The Popham Road-Garth Road end of the bridge to the east is also treacherous, especially for pedestrians negotiating crosswalks from approaching aggressive right-turning vehicles from Garth Road and left turning vehicles from Depot Place. Overall, better solutions should be implemented to address the problems pedestrians face at these troublesome focal locations.

**Popham Road Signal Timing**

To best accommodate the volume and flow of westbound traffic in the Village Center on Popham Road and avoid gridlock at its major intersections, the phasing of green signals for westbound traffic should begin at the Depot Place intersection, followed by the green signal at the East Parkway intersection and then followed by the green signal at Chase Road. Any other sequence incrementally causes gridlock prior to westbound Popham Road traffic at Chase Road.

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50 That sign was installed but placed on the far eastern corner of Autenrieth Road, too far prior to the actual dedicated right-turn-only lane prior to the Popham-Chase intersection.

**Autenrieth Road Access to and from Popham Road**

The No-Parking-to-Corner sign on the western parking lane of narrow Autenrieth Road, located prior to Popham Road, is an impediment to traffic flow and turning access both to and from Popham Road. Turning traffic also tends to impede traffic flow on both east and westbound traffic on Popham Road. The sign should be moved farther away from the asymmetrical corners at the intersection.

**Christie Place**

Some of Scarsdale’s heavily traveled roads are uninterrupted by traffic calming measures that would help mitigate speeding and increase safety for all roadway users. Christie Place in the Village Center is one such road. An important additional consideration at this location is the safety of shoppers, the residents of the Christie Place units, and the residents of the Chateau units around the corner on the same block.

Except for the endpoints of Christie Place at Chase Road to the east and East Parkway to the west, there are no crosswalks to aid pedestrians along the entire length of Christie Place, which is congested with bus traffic, two parking lots and the supermarket loading zone. Double parked delivery tractor trailers, panel trucks and UPS vehicles along the DeCicco curb create gridlock in both directions, instead of queuing north of the Christie intersection along the southbound lane of East Parkway.

Motorists lining up to wait for a space to open in the undersized DeCicco lot frequently block traffic from both directions on Christie Place, while idling. DeCicco delivery trucks that do wait on the west curb of East Parkway north of the Christie Place intersection sometimes make it difficult for other trucks to pass, while causing traffic to back up there.

Vehicles also enter the DeCicco parking lot through the exit driveway, not the entrance driveway, because there are no clear pavement markings or “no entrance” directional signage. There are no stop signs to remind motorists exiting the lot to pause before barreling onto the sidewalk into the road, and no signs warning against illegal U-turns.

**Pedestrian Protection at Medians**

Enhanced pedestrian safety infrastructure should be considered at the end points of the narrow Popham Road Bridge median and the East Parkway median,\(^2\) even if this may prove to be a challenging retrofit. The recent intrusion of vehicles into the East Parkway median at Popham Road, into a bench and shrubbery at Boniface Circle, and a crash into a utility pole at

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the southeast corner of Popham Road and Scarsdale Avenue that brought down the traffic signal assembly, are reminders that vulnerable pedestrian areas should be better protected.

**Yielding to Pedestrians Is Not Optional**

This is a facsimile of the sign posted at the northwest corner of Depot Place and Popham Road. It is a welcome element for one of the busiest pedestrian/commuter corridors. There are different versions of the same message throughout the Village, notably the mid-street, fixed-base crossing panels, but additional intersections should be considered for posting this large format safety warning. Many of the locations cited in this report need similar calming warnings that encourage motorists to SLOW DOWN where pedestrians are likely to be crossing the street just around a corner, whether signalized or not.

Motorists eastbound on Christie Place turning-right around the corner at Chase Road often roll past the stop sign and crosswalks, heedless of pedestrians exiting their vehicles or crossing the street in front of the Post Office. One way to visually alert right-turning motorists to these movements, in addition to the highly visible pedestrian warning sign, is to remove the shrubbery at that corner along the edge of the Post Office lawn. Just as pedestrians have the right of way at evening rush hour when an enforcement officer and patrol car are present at the Metro North station on East Parkway to stop traffic, pedestrians have the right of way everywhere, all the time, notwithstanding any enforcement presence, or none. This appears to be a precept that many motorists, unfortunately, disregard.

**Extend Crossing Time for Pedestrians**

TRC consultants Recommended for Consideration, meaning they did not fully endorse, a “lead pedestrian phase”:

“which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queueing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present.”

The report recommended, however, extended flashing “don't walk” time without changing signal phasing and timing, conceding that “Pedestrians, especially those that are mobility-challenged or impaired, including senior citizens living nearby, sometimes struggle to cross Popham Road in the allotted pedestrian phasing time.” Extended flashing “don’t walk” time would give pedestrians more time to cross busy intersections. It is now common in New York City to see delayed green signals of under ten seconds to allow pedestrians slightly more time to cross. There may be the potential for delayed green signals to cause traffic backups, but

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any small adjustment in crossing timing that might prove effective to calm traffic and assist pedestrians would be worthwhile.\textsuperscript{54}

Incidentally, for the sake of preventing westbound through traffic motorists stopped at the red signal on Popham at the Chase intersection from becoming confused by the earlier green phasing at the westbound Popham-East Parkway signal (when the oncoming Popham through traffic eastbound is also already moving with a green signal), an overhead digital “delayed green” signal or even plain signage on or near the signal head on westbound Popham at Chase would keep motorists from bolting forward into the Popham-Chase crosswalks, creating conflict with pedestrians who are given more time to cross.

**Illegal Right Turn from Popham Road, onto Chase Road, into Oncoming Traffic**

Occasionally a motorist will miss the dedicated right turn lane from westbound Popham onto Chase Road marked by flexible bollards. Some motorists catch their mistake before entering Chase Road. But instead of circling the block via East Parkway, they make an illegal and dangerous right turn on the south edge of the bollards into oncoming southbound Chase Road traffic stopped at the signaled Popham Road intersection. There is no “do not enter” signage warning motorists not to make this dangerous right, narrow radius turn.

**Crane Road**

Speeding should be addressed on Crane Road with all available calming strategies. Excessive speed and running the red signal at the Woodland Place intersection continue to be problems on Crane Road despite new pedestrian yield signage and a solar powered flashing sign. Crosswalks should be widened and furnished with mid-road, stationary yield signs, like those deployed nearby in the Village Center and on Heathcote Road near the Congregational Church.

Vegetation at the southeast corner should be removed so that pedestrians approaching from the Woodland sidewalk are not blindsided by motorists overrunning the stop bar and the crosswalk.

The stop bar should be farther away from the crosswalk at the Woodland corner, and the crosswalk itself should be wider. This is another location where delayed green to allow pedestrians extra time to cross is important to the safety of commuter, Lutheran Church and Montessori School pedestrian foot traffic.

The entire length of Crane Road should have a sidewalk on both sides of the street where at all feasible. There are segments along the north side of the road, such as in the vicinity of Old Orchard Lane and at the Woodland Place intersection, that would accommodate a sidewalk and improve safety for pedestrians between Village Hall and the East Parkway Metro North station. Many people walk to the Village Center from this area, and one often sees pedestrians walking along the side of Crane Road that lacks a sidewalk, likely due to the difficulty in crossing the street, or the inconvenience of crossing to one side and then the other to be on a sidewalk.

\textsuperscript{54} Id., Executive Summary, page ES-2.
There is a hilly section around mid-point on Crane Road where line of sight is impaired from both directions approaching the crosswalk to the St. James the Less driveway. The solar flashing signal which is pedestrian initiated is not always operational, although additional pedestrian crossing signage has been installed, similar to the double crosswalk warning signage that appears at intervals approaching the crosswalk on Heathcote Road at Sherbrook Road.

**Woodland Place and Crane Road**

Woodland Place is a major one-way feeder for motorists leaving the Village Center, yet was not analyzed in the 2016 TRC Traffic and Pedestrian Report. Motorists exiting the Village Center regularly overrun the stop bar at the no-turn-on red signal at the corner of Woodland Place and Crane Road. Because the sight lines are impeded by vegetation on the southwest corner as mentioned above, motorists intent on making an illegal right turn on red onto Crane regularly inch past the stop bar and risk colliding with motorists who frequently speed while running the red signal on Crane, in both directions. There are no sidewalks on Crane Road at the signaled intersection with Woodland Place. The only sidewalk along the west side of Woodland ends at this intersection, which features a relatively new pedestrian operated crossing signal on the southwest corner. There was a serious pedestrian-involved accident at this location in November 2019 when a boy was struck by a vehicle while attempting to cross Crane Road.

**Crane Road and Fox Meadow Road**

Crane Road where it meets Fox Meadow Road continues to be a dangerous un-signaled intersection, made more difficult to maneuver because of sight line problems that were mentioned in the 2016 TRC Traffic and Pedestrian Report."". The Village should reassess and implement some of the consultants’ recommendations at this location, and others cited in this Report, to determine whether the tradeoffs that prevented them from being adopted make sense at this time to alleviate continuing traffic problems.

**Popham Road at the Taunton Road Crosswalk**

Crossing Popham Road, even in the crosswalks, is dangerous for pedestrians. Motorists turn off of Post Road and tend to accelerate into Popham Road, not mindful of the crosswalk that comes up at the driveway from the Village Hall parking lot. The problem is exacerbated by the fact that the crosswalk pavement marking is very faint A warning sign or more prominent crosswalk markings may cue drivers to slow down and watch for pedestrians.

**Full Stops at Stop Signs and Red Signals**

It cannot be overemphasized that the failure of motorists to make a full stop at stop signs and even at stop bars on red signals is a problem compounded when motorists who keep moving fail to yield to pedestrians. The rolling stop appears to be the new normal. The rolling stop is also a problem when both passenger vehicles and buses fail to stop at the stop bar on red signals.

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55 Id., Executive Summary, pages ES-5 to ES-6.
before entering pedestrian crosswalks. This phenomenon is just as frequent on the main corridors as on the side streets.

**Faded or Inconspicuous Arrow, Stop Bar and Crosswalk Pavement Markings**

It does not help that many pavement markings are worn and too faint to notice easily, especially when it rains or at night. It becomes even more problematic at asymmetrical intersections in the Village Center, for example Popham Road at Chase Road, and the right turn lane from Popham Road onto Scarsdale Avenue. Crosswalks should be as visible and as wide as possible. Some of the more problematic crosswalks, especially where speeding is an issue, should be treated with contrasting pavement or other surfacing to improve visibility and calm traffic.

**Illegal U-turns, Wrong Way Egress through Two-Way Median Lanes**

It is astonishing that many motorists consider U-turns to be permissible on busy two-way Village Center streets, and U-turns over double yellow lines throughout the Village, often in disregard of prohibitive signage. Illegal U-turns are all too frequently made on Chase Road in front of the Post Office and at the Christie-Woodland-Chase 3-way stop intersection despite recently posted signage. Vehicles including Scarsdale Taxi vehicles southbound on East Parkway have been observed making illegal U-turns onto northbound East Parkway, arguably one of the busiest intersections in the Village Center, in plain view of the prohibitive signage.

Two-way Christie Place, a heavily traveled bus route to the Metro North station with its numerous driveways and almost constant traffic is another frequent U-turn location.

On East Parkway, motorists either ignore or do not see the faded directional pavement markings on the two-way median cut-through lanes. Entering the wrong lane could easily bring motorists into conflict with oncoming traffic entering the correct lane.

**Illegal Passing**

Passing is unacceptable and highly unsafe on our narrow Village roads. Motorists backing out of parking spots on East Parkway with vehicles in line to take the spot have been passed by irresponsible motorists too impatient to wait. Vehicles traveling at the speed limit on Heathcote Road at night are passed by vehicles at high speed turning off at Kelwynne Road into the Middle School entrance driveway. Vehicles on Harcourt Road where it meets Brewster Road have been passed by speeding vehicles, sometimes during morning school hours. Motorists blowing horns and speeding recklessly have been observed passing vehicles traveling at the 30 mph speed limit on Church Lane. “No passing” signage has popped up on various roads, such as Walworth Avenue, and could become another item in the enforcement toolbox to calm traffic if installed at additional locations.

**Post Road Intersections at Crane and Popham Roads**

Eastbound Popham Road motorists turning left onto the Post Road habitually block the intersection, causing gridlock at the intersection and long queuing backups for both northbound
and southbound Post Road traffic. Long queuing backups on eastbound Crane Road, often stretching west on Crane well beyond Carstensen Road, are another frequent weekday occurrence. Both intersections should be studied and solutions implemented to alleviate this chronic gridlock.

**Popham Road Eastbound and Westbound onto East Parkway**

The numerous points of entry from both Popham Road and Scarsdale Avenue onto East Parkway northbound cause chronic, seven-day a week gridlock at this heavy volume Village Center intersection. Motorists apparently cannot be counted on to refrain from “blocking the box” in their desire to access East Parkway merchants, the Metro North station, or the Bronx River Parkway entrance ramp at the north end of the street. One long block of double-sided head on parking between northbound East Parkway and one-way Spencer Place adds to the queuing at the Popham intersection. Aside from enforcement of infractions for blocking the intersection, signal timing adjustments, no-turn-on-red arrows and overhead signal signage should be considered to address these problems.

**The Five Corners Heathcote Intersection**

Traffic grinds to a halt and queues at red signals for many blocks on Heathcote Road, Palmer Avenue and Weaver Street especially during afternoon rush hours. Access also becomes difficult onto the poorly designed, narrow Balducci’s driveway from both directions on Heathcote Road.

**NEIGHBORHOOD HOT SPOTS**

In an effort to gather additional information about challenging conditions on specific streets, and to potentially supplement the Written Correspondence submitted to the Village which appears on the Village website, Scarsdale Forum invited its members and the wider community in 2019 to submit additional feedback. The following items, organized by street or intersection, add to the list of hot spots that are of concern to Scarsdale residents.

**Fenimore Road**

More needs to be done on Fenimore and the other high volume Scarsdale roadways to calm traffic and improve access for both pedestrians and vehicles. Intersections should be safe crossings. A Scarsdale resident was hit and seriously injured by a vehicle in the Brewster Road crosswalk in December 2019. There was another pedestrian-involved crash at this location in 2017.

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56 Written Correspondence, at https://www.scarsdale.com/274/Written-Correspondence.
57 Scarsdale Inquirer, “Greenacres man in Fenimore Road crosswalk hit, injured by car,” page 5 (Jan. 3, 2020), at https://www.scarsdaleenews.com/edition/page-i/page_f0e2accident63dc-0dde-52ba-98e5-d0d4f0514812.html. See also Scarsdale10583.com, “Pedestrian Hit on Fenimore Road” (Oct. 23, 2017) (“An 84 year-old Ridgecrest West man was hit by a car when he was traversing Fenimore Road at 9:43 am on Thursday October 19. He was crossing Fenimore Road at Brewster Road, going from the south side to the north side of the street. He was in the crosswalk when he was hit by a 2015 Mercedes Benz driven by a 74 year-old woman from Fox Meadow.”), at http://scarsdale10583.com/about-joomla/shout-it-out/6478-pedestrian-hit-on-fenimore-road; and Scarsdale10583.com,
also causing serious injury. Pedestrians experience difficulty while attempting to cross what has become a major east-west corridor\textsuperscript{58} that bisects Scarsdale from the from Post Road to the east, and Hartsdale Village, the Bronx River Parkway, Fox Meadow Road and Walworth Avenue to the west. As for motorists attempting to access Fenimore, it is difficult to make a turn in either direction from Brewster Road, Brite Avenue, and other side streets because of the volume of traffic on Fenimore. A mid-road crosswalk and stationary pedestrian crossing signage on Fenimore Road has done little to calm traffic on Fenimore, similar to the failure to tame speeding on Popham, Crane, Post, Fox Meadow and Walworth, to name just a few of the roads characterized by lengthy corridor segments between signals and signage.

Fenimore Road traffic backs up in both directions during rush hours, as reported to the Committee by residents. During morning rush hours it backs up as much as three blocks eastbound from Brewster Road to Post Road. In the evening, queuing commuter traffic backs up from the Hartsdale Train station east to Oak Way, and sometimes as far as Brewster Road. Truck traffic is also heavy on Fenimore Road eastbound from Hartsdale Avenue all the way to Post Road, and then north through to White Plains or south onto Mamaroneck Road. The Hartsdale train station is another source of traffic flowing through Scarsdale arteries and side streets.

\textbf{Heathcote Sidewalk}

The Committee was advised by residents that a heavily used walking path from Quentin Road to Wynmor Road over the Heathcote Bypass is in disrepair and presents a hazard to pedestrians. The walkway is described as a major pathway used daily by Heathcote elementary school parents and children, and residents walking to nearby shopping areas. It was reported that children have been injured walking, biking and scootering, and that strollers cannot be used safely for younger children. Aside from the crumbling and potholed surface, the walkway is impassable in winter when snow and ice collect, and there is invasive poison ivy growing along the path.

\textbf{Griffen Road at Mamaroneck Avenue}

The Committee was advised by a resident that the left turn from Griffen Road onto northbound Mamaroneck Road is so hazardous that dozens of vehicles back up on Griffen at peak traffic periods, such as the early morning and later afternoon hours. It was suggested that, if feasible, a 3-way stop or signal might alleviate the problem.

\textbf{Morris Lane-Richbell Road}

The Committee was advised by a resident that hazardous sight line impediments exist at the Morris Lane, Richbell Road intersection which are compounded by speeding on Morris. It was suggested that a 3-way stop would calm traffic and enable motorists to make turns onto or exiting Richbell without difficulty.

\textsuperscript{58} A lower speed limit is a factor to consider to mitigate pedestrian-involved crosswalk accidents.

\textsuperscript{58} “16-Year-Old Girl Hit on Fenimore Road” (Sept. 17, 2012) (Walworth Avenue intersection), at http://scarsdale10583.com/about-joomla/todays-news/2708-16-year-old-girl-hit-on-fenimore-road
The Committee was advised by a resident that since Weaver Street was repaved, removal of a southbound left turn access lane to the Hutchinson Parkway has caused significant backups on Weaver Street southbound at the intersection of Stratton Road. Residents also observed that a crosswalk at that busy intersection was eliminated. An additional cause of the queuing and gridlock along the southbound lane of Weaver may be the bus stop located at the north corner of Weaver and Stratton. This situation was covered in the 2016 TRC Engineering Traffic and Pedestrian Report which included potential solutions:

“At the intersection of Weaver Street and Stratton Road it appears that a left-turn storage lane may possibly be able to be installed on the northbound Weaver Street approach. The left turn lane would be narrow and relatively short. Another possibility is to provide a left-turn advance signal phase, however, this would require modifications to the traffic signal. Either modification would require approval from the New York State Department of Transportation (NYSDOT).”

POTENTIAL IMPACT FROM DEVELOPMENT

This Report would not be complete without a reference to potential development projects. The lingering subject of “traffic in Scarsdale” has been identified many times over the years, often in connection with discussions about proposed development.

2010 Update to the Comprehensive Plan

One particular decade-old planning document, the Update to the Village Center Component of the Comprehensive Plan, is cited for good reason – it is the quintessential primer for strategies to manage potential development. One of the six major goals of the 2010 Village Center Plan is explicit about what is meant by improving “circulation” in Scarsdale:

“Goal 2: Attend to traffic congestion, and enhance walk-ability and pedestrian safety and amenities. Maintain an acceptable level of parking availability.” (emphasis added)

Calls for reduced traffic congestion, increased walk-ability, and parking have been constants throughout the development of this plan (and indeed have been abiding concerns for decades). As a business district, the Village Center is a magnet for both pedestrians (shoppers, train commuters, etc.) and automobiles, particularly during the morning and evening rush hours, when both pedestrians and vehicles are present in great volumes and close proximity. During these periods, however, traffic speeds are naturally kept at a snail’s pace, and the Village

stations a police officer and patrol car on East Parkway to manage flow and enforce pedestrian right-of-way laws.

**Pedestrian safety and traffic incidents are a concern, particularly during prime lunch and shopping hours when there is less commuter traffic, more “non-destination” traffic, and drivers are focused on a search for parking spaces.** Thus pedestrian safety and traffic are major concerns throughout the Village Center. This is especially true near the Popham Road Bridge and the East Parkway / Scarsdale Avenue intersection. The Crane Road exit off of the Bronx River Parkway empties onto East Parkway, and Popham Road, being one of the few east-west through roads in lower Westchester, brings a large amount of through or “non-destination” traffic through the Village. Pedestrian-vehicle accidents occur in this area which may be due to unconventional crossing configurations, and the general volume of traffic.

**A combination of strategies is called for.** First, new development should not contribute substantially to rush hour traffic flows. Congestion at these times already impairs the convenience of moving to and throughout the Village Center. Large office buildings, for example, would bring a crush of cars and workers into the Village at these times, and should not be allowed. Allowable uses should be local-serving in nature and not serve as regional destinations. The existing zoning controls for this to a great degree, by limiting the range of allowable uses and the floor area of those uses, which should hew to these well-conceived guidelines. Certain exceptions to this rule may apply. For example, a small-scale concert hall or cultural use may in fact be a destination, but would likely bring visitors primarily during evening hours or on weekends. (emphasis added)

**The second strategy is to slow traffic speeds.** This can be accomplished by a number of traffic calming devices and streetscape techniques, along the lines of what the Village has already employed. Better defined walkways and signage, speed humps, and other traffic calming measures should be incorporated into the site design of any new development. The feasibility of additional traffic calming measures, including stationing a police officer and patrol car at other dangerous intersections (such as at Popham Road and East Parkway or Popham Road and Chase Road) should be investigated. (emphasis added)

**Reducing traffic flows and speeds would certainly increase walk-ability and pedestrian safety, and these strategies can be supplemented by enhancing the streetscape.** While most of the Village Center is pedestrian friendly and visually appealing, some areas are less attractive to walkers. This includes the western Popham Road, where pedestrians are not buffered from the roadway by trees or plantings, and where there are few benches or places to rest. The pleasant and safe character that exists at the core of the Village Center should be extended outward to these areas. Street trees and landscaping recently completed on East Parkway and planned for lower Popham Road (along with the bridge replacement), will make the roads seem less like highways and more like village streets, naturally slowing traffic speeds. (emphasis added)

**Pedestrian arcades are vital and appreciated connections.** The pedestrian arcades between the East Parkway and Harwood buildings serve as shortcuts within the shopping district, connect parking spaces to busy retail areas, and provide unique pedestrian-only spaces. A planned extension of the southbound railroad platform under the new Popham Road Bridge
(mirroring the northbound platform) will better connect the parking areas at Freightway to the railroad station, minimizing pedestrian-vehicle conflicts on Popham Road. Additionally, participants in this planning process almost universally called for an arcade through the Spencer/Christie block in order to reinforce pedestrian activity and enhance connections between parking and retail.” (emphasis added)

The 2010 Village Center Plan was not only crystal clear about how to prioritize and accomplish the dual goal of calming traffic and prioritizing pedestrian safety, but prescient that these goals would be of abiding interest to a Village still seeking to attain them ten years later.

**Recent Proposed Development**

The Goals and Objectives section of the 2017 Request for Proposals - Freightway Site Redevelopment Study requests of developers the identification, but not solutions, of “potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study.”

Fast forward to the more recent June 2019 RFP, which treats aspirational goals about traffic in the Village Center and beyond under such general headings as: “3. How the Proposed Project provides and encourages thoughtful, efficient, and safe pedestrian and vehicular circulation.”

The 2018 Freightway Study focused appropriately on identification of traffic problems, identifying the potential of the Popham Road bridge project to address congestion:

**“Problematic Intersections**

Popham Road handles significant east-west vehicular traffic. The intersections at Garth Road and at Scarsdale Avenue have both been described by the Police Chief and by residents as problematic. This can be attributed to the heavy volume of cars during peak periods, the short queuing area for turns, the wide crossing distance for pedestrians, and the slightly irregular geometries of the intersection. However, both intersections were rebuilt as part of the Garth Road bridge reconstruction project in 2012 and greatly improved both vehicle and pedestrian movement.”

The 2018 Freightway Study anticipated the likely disruptions to already challenging traffic:

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62 Request for Proposals - Freightway Site Redevelopment Study, page 3 (Feb. 2017) (“Scope of Work #5, Develop Goals and Objectives: Based on the land use analysis and community engagement results, develop goals and parameters for the development of the site. Provide graphic and/or visual analysis as necessary to assist in the assessment of the various goals. For each goal, identify potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study.”), at [https://www.scarsdale.com/DocumentCenter/View/1581/Freightway-Study-RFP-2017](https://www.scarsdale.com/DocumentCenter/View/1581/Freightway-Study-RFP-2017).


“Transportation Issues
Congestion during peak commuting hours
Congestion at the site and along adjacent roads was an ongoing concern expressed by commuters, merchants and adjacent residents during outreach conducted for this study. The single point of egress from the site at Freightway and Garth Road leads to congestion in the evening peak hours, and the rush of vehicles and sporadic traffic flow leads to problematic conflicts between motorists and pedestrians. This congestion is largely limited to evening peak periods. The recently improved roadways generally function at acceptable levels during the rest of the service day. Popham Road is an important east/west route in Scarsdale, and its intersections with Garth Road and Scarsdale Avenue receive high vehicle volumes. Commuters also all exit the train at the same time, and thus all reach their parked vehicles in close succession. The Freightway/Garth Road intersection is very close to Popham Road (less than 200 feet), so any congestion at that intersection directly affects egress from the Freightway site and vice versa. Access to the site during the morning commute does not seem to be as big of an issue as the evening commute because there is an additional entry-only access point at the Beatty Lot and the traffic tends to be staggered across a longer time period.”

The Freightway Study also envisioned “improved vehicular and pedestrian circulation,” suggesting novel corridors that would provide access to Scarsdale Avenue and to and from the site. The site plan description does not explain how the proposed project would accomplish these goals in the context of existing traffic problems, nor does it propose specifically how traffic calming would be achieved based on any projected impacts as required in the 2019 RFP, where developers were required, to “clearly describe the ways in which the Proposed Project benefits the Village of Scarsdale, including: new or improved physical and visual connections to Scarsdale Avenue, the Village Center, Popham Road, and Garth Road”.

“Narrative and illustrations describing and demonstrating the Proposed Project’s physical connections to and visual relationship with Garth Road, Popham Road, Scarsdale Avenue, and the Village Center;

Narrative and illustrations describing the proposed pedestrian and vehicular circulation for the Project Site’s various road users, including: commuters; project residents; project merchants/tenants; project shoppers/patrons; public and visitors. Circulation for pick-up and dropoff at

66 2018 Freightway Study, Principle 1: Improve Parking and Circulation, page 50 (“1.4 Encourage creation of new connections to Scarsdale Avenue to improve vehicular and pedestrian circulation. Congestion in/out of the garage is heavy during the peak commuting hours. Opportunities to improve vehicular and pedestrian access and egress from the site should be considered as part of a new development. One possibility to alleviate congestion could be the development of a vehicular ramp from the site over the Metro-North railroad tracks to Scarsdale Avenue, while maintaining pedestrian safety and access to and across the site.”). See also, 2018 Freightway Study, Principle 2: Ensure that public benefits are achieved by any development, page 51 (“2.2 Encourage other public benefits. It is recognized that developing the underutilized site has the potential to positively impact the community in a variety of ways. Some of the public benefits that can be encouraged as part of a redevelopment include:

• Providing a new connection to Scarsdale Avenue (across tracks) . . .
the train station, if any, and building service and loading should also be described and illustrated...\textsuperscript{68}

Freightway material on the Village website promotes the transit-oriented aspirations of potential redevelopment, and cites TOD “principles”:

“Transit-Oriented Development (TOD)  
TODs are featured by our neighbors and in countless  
communities throughout the country to enhance  
vibrancy, livability, walkability, and sustainability  
near public transportation hubs.  
Is this right for Scarsdale?  
WALK | Develop neighborhoods that promote walking  
CYCLE | Prioritize non-motorized transport networks  
CONNECT | Create dense networks of streets and paths  
TRANSIT | Locate development near high-quality public transport  
MIX | Plan for mixed use  
DENSIFY | Optimize density and transit capacity  
COMPACT | Create regions with short commutes  
SHIFT | Increase mobility by regulating parking and road use\textsuperscript{69}

While the promotional material asserts that “Many TOD features align with Scarsdale Goals” it begs the question about how the integration of any of these goals will impact Scarsdale’s perennial traffic issues. The Freightway Site FAQ acknowledges these problems but merely hints that there should be a comprehensive, independent evaluation. The Committee recommends that this should be done by independent consultants as soon as possible:

“FAQ 13. ISN’T THERE TOO MUCH TRAFFIC IN THE VILLAGE CENTER ALREADY?  
• Traffic can certainly be heavy, particularly as trains arrive in Scarsdale during the evening rush hour. Redevelopment of the Freightway Site is expected to improve vehicular circulation at the Freightway Site compared to the existing conditions.  
• Evaluating on and off-site impacts to traffic circulation is a consideration when selecting a developer and during negotiations and will also be an important component of the environmental review process.”\textsuperscript{70}

Traffic circulation in the Village Center and in other areas of the Village, as has been discussed in this Report, is often congested and characterized by heavy volume, not just during the evening rush hour and not limited to the proposed Freightway site on Garth Road. Long-term solutions to many of the most persistent traffic problems have yet to be found, even after implementation of some recent improvements to signals and signage. That is why the forecast in Freightway FAQ 11, that “some inconvenience” is expected to be “inevitable in order to redevelop the site,” is as unambiguous as it is misleading. It is highly likely that everyone near the vicinity of the site will “want to avoid the Village Center during construction.”

The likely disruption to the public of any Village Center development including traffic flow and parking during construction, such has been proposed at Freightway as well as by Scarsdale Improvement Corporation at 30 Popham Road and 1 Spencer Place, could be significant and extensive in terms of the wide area affected, the lengthy period of construction, and possible delays over perhaps more than a year’s duration. The Popham Road bridge and Christie Place renovation projects provide examples of such disruption. Similarly, a reduction in existing on-street parking during any development activity is likely to create additional negative impacts on traffic circulation in the Village Center and adjacent residential streets.

CONCLUSION

To be sure, the Committee does not purport to know precisely how to accomplish any of these goals, which are matters left to the Village Board and Manager’s office, the Village Traffic Committee, and independent traffic consultants. The Committee’s Report presents an informed perspective of the lived experience on Scarsdale’s roadways and walkways. Consistent with Scarsdale Forum mission objectives, the focus is to provide “a platform for meaningful community dialogue about municipal, school and related civic affairs” . . . submit our “feedback and recommendations to elected public officials, Village government and the Scarsdale School District for further consideration and action. . . .” and “help residents to become more involved in and empowered to contribute to civic life as part of a collaborative, inclusive community where all opinions, ideas and friendships are valued.”

The threshold question the Committee poses remains to be answered: How will unresolved traffic conditions throughout the Village be fixed? With or without new development, Scarsdale needs a comprehensive, effective strategy to solve its decades-old traffic and traffic management issues.

71 Id., “FAQ 11. I LIVE/WORK/SHOP/COMMUTE NEAR THE SITE. AM I GOING TO WANT TO AVOID THE VILLAGE CENTER DURING CONSTRUCTION?”
For all the above reasons, the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary, and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

Respectfully submitted by the Members of the Scarsdale Forum Municipal Services Committee:

Madelaine Eppenstein, Chair
John Bensche
Alan Bey
Linda Blair
Jordan Copeland
Susan Upton Douglass
Kay Eisenman
Dara Gruenberg
Darlene LeFrancois Haber
Robert Harrison
Terri Harrison
Mark Lewis
Eli Mattioli
Steve Pass
Roger Pellegrini
ML Perlman
Gregory Soldatenko
EXHIBIT A

SCARSDALE VILLAGE

MEMORANDUM ON 25 MPH AREA SPEED LIMIT LEGISLATION
October 04, 2019

Sarah Bell
President, Scarsdale Neighborhood Associations

RE: NYS 25 mph Legislation

Dear Ms. Bell,

I recently met with Greg Schwend, Drake Edgewood Neighborhood Association President, Camille Roche, and Kima Schwend to discuss a variety of topics related to community traffic safety, broadly defined so as to be clear on the need to prioritize safety for all users, including pedestrians and bicyclists.

One of the more time-sensitive matters we discussed was legislation introduced to the New York State Assembly by Amy Paulin. If passed, the legislation would authorize cities, villages, and towns in New York to post an Area Speed Limit (community-wide speed limit) of not less than 25 mph. Current state law mandates that the Village of Scarsdale have a default Area Speed Limit of not less than 30 mph. Not only does there appear to be broad public support for amending the law to authorize the lower Area Speed Limit, but there are abundant and well-documented public safety benefits that can be realized by reducing the posted speed limit to 25 mph. The New York State Assembly will likely consider the legislation in Q1, 2020.

As added background, I have provided herewith a copy of a staff memo I prepared for Village Manager Pappalardo, seeking authority to proceed with an effort to cultivate public awareness and support for the pending 25 mph legislation; the memo was also shared with the Village Board. As you may be aware, the Village Board will consider at their Regular Meeting on Monday, October 07, a resolution in support of the legislation. In conveying this information to Mr. Schwend and Ms. Roche, asking of their interest in introducing the topic to SNAP, it was suggested that I attend the next SNAP meeting for that purpose. However, it happens to be the same night as Monday’s Village Board meeting, so I am unable to attend. I would be honored to attend a future meeting to have a discussion on the topic, though.

In the interim, Greg and Camille felt it would be a good idea for me to transmit information to you for SNAP to review and consider at its next meeting, which I am pleased to do at this time.

Please feel free to call or email with any follow-up questions; my direct line is (914) 722-1108.

Cheers,

Robert Cole
Deputy Village Manager

1001 POST ROAD, SCARSDALE, NY 10583
SCARSDALE.COM • (914) 722-1100
Memorandum
Village Manager’s Office

To:        Stephen M. Pappalardo, Village Manager
From:      Robert Cole, Deputy Village Manager
Date:      September 23, 2019
Re:        25 mph Area Speed Limit Legislation

This memo requests your approval to initiate advocacy in support of NYS legislation seeking to authorize the Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets. At present, 30 mph is the lowest such Area Speed Limit the Village may legally establish; however, there is a compelling rationale for lowering the Area Speed Limit.

Assemblywoman Amy Paulin has recently introduced two bills, A08600 and A08599, in support of local authority to post or establish a 25 mph Area Speed Limit. The first one makes 25 mph the default Area Speed Limit in New York, while the second maintains the 30 mph default speed limit, but authorizes local elected bodies to decrease it to 25 mph. Existing exceptions of speed limits lower than 30 mph, such as school zones, would remain in effect and available as authorized local decisions.

Pending your approval, staff will engage in legislative advocacy to garner support for the proposed legislation from other municipalities and Westchester County, as well as from government-oriented associations, including the New York City/County Management Association (NYCMA), New York Conference of Mayors, and New York Association of Counties. The NYCMA Board of Directors, of which I am a member, recently discussed the matter and pledged the Association’s full support; member communities have long-expressed frustration with the 30 mph mandate. A local public education and outreach effort is also needed to support passage of the legislation, an initiative that would benefit from collaboration with the Advisory Committee on Communications.

Importantly, while this memo is focused on one important dimension of local traffic safety and associated community quality of life concerns, it should also be noted that staff are working on a parallel track to develop a framework for transitioning away from ad-hoc, complaint-driven traffic safety investigations and toward a more deliberate approach to enhancing the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicyclist activity.

The balance of this memo conveys additional background, including justification for amending NYS law such that Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets.
30 mph v 25 mph: What’s the Difference?

The following data and key observations underscore the need to change NYS law:

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of fatality was approximately 3.26 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;¹

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of debilitating injury was approximately 1.28 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;²

- New York is the only state in the United States that mandates a maximum speed in urbanized residential neighborhoods of not less than 30 mph – all the rest are 25 mph or less;³

- New York is one of only five states comprising 43% of all pedestrian deaths, nationally;⁴

- The NYSDOT reports that 88% of pedestrian-involved accidents in New York occur in urbanized areas, such as Scarsdale, and 17% of such accidents are either fatal or incapacitating;⁵

- Outside of New York City, the NYSDOT reports that Westchester County experiences the second most pedestrian-involved accidents in the state of New York;⁶

- Although Chapter 25.6.1 of the NYSDOT Highway Design Manual characterizes neighborhood streets as “Category I Facilities,” for which the intended or desired vehicle operating speed is in the range of 15 mph to less than 25 mph, NYS law inexplicably mandates a speed limit of not less than 30 mph in such areas.⁷


² United States Department of Transportation, *Literature Review on Vehicle Travel Speeds and Pedestrian Injury*.


⁶ Ibid., page 18.

The difference between 30 mph and 25 mph is significant, and there is a clear and compelling public safety-oriented rationale for amending NYS law, as proposed.

**New York State Law: An Overview of the 30 mph Minimum Posted Speed Limit Mandate**

The New York State Vehicle and Traffic Law (VAT) mandates a minimum 30 mph Area Speed Limit for Villages and Cities. Establishing a 25 mph Area Speed Limit requires NYS legislative approval, which staff has been advised is rarely granted; it’s a political process that heavily favors the status quo. While there are limited as-of-right exceptions to the 30 mph mandate, such as local authority to designate a 25 mph Linear Speed Limit along a particular roadway segment, as well as to establish school zone speed limits of not lower than 15 mph, both the establishment of an 25 mph Area Speed Limit and any work-around involving a series of Linear Speed Limit designations to effectuate a 25 mph Area Speed Limit are both prohibited by NYS statute.

On the question of designating multiple Linear Speed Limits as a work-around to achieve a 25 mph Area Speed Limit, Opinion 98-23 issued by the New York State Comptroller includes the finding that “…a village may not, under the guise of imposing linear 25 m.p.h. speed limits on several neighboring designated highways, avoid the prohibition against imposing such a speed limit on an area basis.” At the same time, the guidance observes that the VAT “…does not indicate any particular percentage or number of highways which may be designated at twenty-five m.p.h.” Thus, legal compliance is impossible to affirmatively determine because neither the Opinion nor the statute provide guidance on the threshold beyond which multiple Linear Speed Limit designations become a prohibited Area Speed Limit.

Laws should not be written in such a manner that compliance cannot be affirmatively determined.

Additionally, the VAT varies the minimum speed limit a local government entity is authorized to establish based on its type of political subdivision, rather than upon traditional traffic engineering and land use characteristics that should control such decisions. To illustrate, while villages and cities not otherwise granted a legislative exception to the law must maintain a maximum Area Speed Limit of not less than 30 mph, state highways and Indian reservations are authorized, as-of-right, to establish maximum speeds of not less than 25 mph, and the same holds true for county roads and town highways.

The establishment of speed limit regulations should not be based on whether a unit of local government is a village, city, town, county, state, or Indian reservation.

All New York residents and the traveling public are entitled to the public safety and quality of life benefits associated with their local government having the as-of-right authority to establish a maximum Area Speed Limit of not less than 25 mph, where conditions warrant. This is acutely

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8 New York State Vehicle and Traffic Law. Title 8, Article 39, §1643 – Speed Limits on County Roads and Town Highways. [http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO](http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO); (accessed September 09, 2019).

important in urbanized areas where pedestrian conflicts are common. By way of added background, the primary reason for the 30 mph standard is reportedly to maintain speed limit consistency throughout New York State so as to avoid driver confusion – an explanation lacking face validity, particularly given the prevalence of authorized exceptions to the 30 mph mandate and discrepancies in the manner that varying forms of local governments are treated under the VAT.

The nature of the places New Yorkers live, work, and play sharply varies along a continuum of highly urban to rural development patterns. While a 30 mph or higher speed limit may be appropriate in certain rural communities, it is unambiguously inappropriate for neighborhoods and commerce centers in communities similar to Scarsdale. The VAT should provide as-of-right local authority to post an Area Speed Limit of 25 mph, as determined necessary and appropriate by local officials familiar with their community’s needs.

Traffic Safety Committee Consideration

As you know, the Village of Scarsdale Traffic Safety Committee (TSC), comprised of public safety, public works and engineering, and Village Manager’s office personnel, is charged with receiving and evaluating traffic safety-related service requests and community concerns. The TSC was asked to consider whether a 25 mph Area Speed Limit is appropriate for Scarsdale, having concluded that a 25 mph Area Speed Limit supports improved traffic safety and is appropriate for Scarsdale’s residential neighborhoods and other areas of elevated pedestrian activity, such as the Village Center.

As added background, one of the more common requests that the Traffic Safety Committee receives is for stop sign installation. On occasion, Village staff determines that a new stop sign is warranted; however, in view of there being few significant changes in traffic volumes, accident frequency, or roadway geometry over time, it is more likely that a new stop sign is not warranted. Rather, visual obstructions and here-to-corner parking problems are more frequently found to contribute to unsafe conditions, as they interfere with necessary lines of sight at the subject intersections. Once such visual obstructions are remedied, drivers exhibiting ordinary caution can safely navigate most intersections brought to the TSC’s attention.

Of note, there is a common public misconception that stops signs help to control speed, and further, that their deployment invariably improves safety.

Concerns about neighborhood speeding underlie virtually every stop sign request received. However, the Manual for Uniform Traffic Safety Control Devices (MUTCD) indicates that stop signs are not to be used for speed control.10 Stop sign deployment in locations where the established warrants have not been met cultivates unintended consequences, such as decreased compliance with the requirement for a full stop, an increase in speeding between stop signs, excess noise and pollution associated with

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start and stop traffic, and diversion of traffic to other neighborhood streets.\textsuperscript{11,12} Thus, while seemingly an intuitive speed management tool, research indicates that not only do stop signs fail to reduce the incidence speeding, but when deployed inappropriately they cause new and/or increased traffic safety and community quality of life problems.\textsuperscript{13}

Proactively setting appropriate speed limits, deploying context-sensitive traffic calming measures, and providing supplemental enforcement, where needed, are all appropriate methods for reducing vehicle speeds in residential and other areas with elevated pedestrian activity. While a variety of traffic calming measures may play critical roles in providing for neighborhood traffic safety, this memo focuses on a single, yet critical, element of the discussion: The NYS-mandated minimum 30 mph speed limit. Residents coming in contact with the Village’s Traffic Safety Committee have often suggested implementation of a 25 mph speed limit, not knowing that NYS law precludes the Village from doing so; the proposed initiative intends to correct that.

The Traffic Safety Committee agrees with Scarsdale residents expressing safety and neighborhood quality of life concerns in connection with vehicle travel speed in residential areas; vehicles may be moving too fast through some neighborhoods, despite the vast majority of drivers being in compliance with the posted 30 mph speed limit. A vehicle moving at the posted speed limit of 30 mph in a residential neighborhood not only conveys the perception of a speeding vehicle, but is, in fact, moving at a speed inappropriate for many Scarsdale neighborhood settings. Reportedly, at least one previous regionally-supported legislative initiative targeting the 30 mph minimum speed failed to garner support in Albany. However, with the more recent focus on pedestrian safety regionally, statewide, and even nationally, there is reason to believe that a renewed effort may be successful – abundant data supports the need to better support neighborhood safety and quality of life though implementation of a reduced Area Speed Limit.

\textbf{Summary}

The NYS Vehicle and Traffic Law should be amended to provide as-of-right authority for all political subdivisions in the state to implement an Area Speed Limit of not less than 25 mph.


\textsuperscript{12} There are abundant technical documents, agency FAQ’s, and peer reviewed literature supporting the finding that the deployment of stop signs in contradiction to the MUTCD standards and guidance results in myriad unintended consequences that run contrary to the goal of enhanced neighborhood traffic safety and improved quality of life. The Fort Collins example was selected simply on the basis of its concise summary of the relevant body of knowledge on the topic, not because it is particularly authoritative.

\textsuperscript{13} Residents have, from time-to-time, cited Eastchester of an example of abundant stop signs serving to support neighborhood traffic safety and quality of life goals. However, a staff comparison of traffic accident data available from \url{https://www.itsmr.org/TSSR/} revealed that Eastchester experiences roughly 42.8\% more traffic accidents than Scarsdale on an absolute basis, 2.89 times more accidents per square mile of land area, and 25\% more accidents on a per 1,000 residents basis. Data limitations in the comparison include having assumed the anecdotal observation that Eastchester exhibits higher stop sign density than Scarsdale is true, as well as the choice not to evaluate other variables potentially influencing crash rates. Despite such limitations, however, crash rate differences of the observed magnitude suggest meaningful differences in favor of Scarsdale’s approach to traffic safety when compared to Eastchester’s.
The 30 mph mandate is little more than an artifact of the days when traffic controls served primarily one purpose: To move as many cars as quickly as possible from one destination to another. Scarsdale streets need to be safe for all users, regardless of age, ability, or mode choice.

Pending your direction, staff will initiate a legislative advocacy initiative in support of the legislation introduced by Assemblywoman Amy Paulin, coordinating associated activities with various government and government-oriented partners to maximize our influence in Albany.
EXHIBIT B

SCARSDALE PEDESTRIAN-INVOLVED ACCIDENTS

2010 THROUGH 2019
Pedestrian-Involved Accidents
2010 through 2019
(Average: 10.6 ; Median 10.5)
January 22, 2020

SCARSDALE FORUM INC.

THIS REPORT HAS BEEN PREPARED UNDER EXPEDITIOUS TREATMENT PROCEDURE OF SCARSDALE FORUM INC. BY THE COMMITTEE WHOSE MEMBERS’ NAMES APPEAR BELOW. IT HAS BEEN APPROVED BY THE EXECUTIVE COMMITTEE OF THE FORUM AND AUTHORIZED FOR RELEASE TO THE PUBLIC, BUT IT HAS NOT YET BEEN SUBMITTED TO THE FORUM MEMBERS FOR THEIR APPROVAL.

Report of the Municipal Services Committee
On
Update to Scarsdale Forum 2015 and 2018 Traffic Reports

The Scarsdale Forum Inc. Municipal Services Committee (the “Committee”) proposes the following resolution for adoption by the Scarsdale Forum:

RESOLVED, that the Report of the Committee recommending that the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary; and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

SUMMARY

This Report is a follow up to two prior Scarsdale Forum Committee Reports, issued in 2015 and 2018, in accordance with the Committee’s authority under Scarsdale Forum By-Laws Art. VI.6.1(g): “to monitor action on and response to their reports. . .by the governmental organizations or private agencies to which such reports have been forwarded.” In 2019, Scarsdale Forum reached out to its membership and to the wider public on social media for additional input from Scarsdale residents about their concerns about traffic safety on Village roads. Those public responses are reflected in this Report.

The Committee acknowledges that there have been many new traffic calming measures implemented by the Village since publication of the earlier Reports. More signals and signage alone, however, appear not to have incentivize better, safer, more compliant behavior by roadway users, and not just in the Village Center. For just one example, green signal arrows that were intended to ease traffic flow have instead encouraged motorists to advance into intersections that are already gridlocked, adding to queuing when the signals cycle to red. Traffic backed up on East Parkway does not prevent traffic turning from both directions on Popham Road from “blocking the box.” Stop signs do not appear to incentivize motorists to make an actual full stop as required, even when pedestrians are waiting to cross the street. Pedestrians do not always use crosswalks, and cyclists do not always adhere to the rules of the road.

Many infractions are so persistent and cause so many impediments to traffic flow and pedestrian safety, for example speeding, texting while driving, failure to yield to pedestrians especially while they are still in crosswalks, illegal U-turns, failure to actually stop at stop signs and the rolling “stop,” and acceleration to beat red signals, that more active enforcement at numerous locations and a zero tolerance policy should be considered. The Committee also acknowledges, as did Village consultants, that enforcement cannot be expected to be present 24/7, but notes that one consultant suggested “the Village should consider diligent enforcement of vehicular and pedestrian traffic regulation to further reinforce the necessity of adhering to proper traffic safety practices.”

It is possible that traffic cameras and flashing speed violation radar signals may be needed at more than a few locations to incentivize motorists not to block the box, not to run red lights, and not to speed over the posted limits. Failure to yield to pedestrians, cyclists and waiting school buses would require other kinds of intervention and enforcement. Ultimately, it is important for the public to practice safety on the roads as a shared responsibility of all users.

To be sure, studies support the notion that changing public attitudes about safety on the roads over time lead to an appropriate response from government:

“Forty years ago, the public tolerated impaired driving and didn’t recognize the importance of seat belts in traffic safety. Through the concerted efforts of ordinary people and organizations such as Mothers Against Drunk Driving (MADD), assisted by DOT and other stakeholders, the culture changed. Impaired driving is no longer tolerated by the public and today, the vast majority of drivers use seat belts and child safety seats. Similar joint efforts are now changing the public’s acceptance of distracted driving. It is now time to address the issue of speeding and work to increase the public’s understanding of the dangers of speeding and the importance of complying with appropriately set posted speed limits.”

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4 National Highway Traffic Safety Administration, Federal Highway Administration, & Federal Motor Carrier Safety
For safe Village streets to become a reality, risky motorist behavior needs to be addressed beginning with curbing the culture of speeding. All roads are involved. Side streets are frequently used for the purpose of bypassing the signaled roadways. Indeed, GPS apps such as Waze and Google Maps route drivers through these side streets. According to feedback to the Committee from residents, speeding is routine on bypass routes such as Autenrieth Road, a Village Center connector between the heavily traveled east-west corridors of Crane and Popham Roads; Foxhall and Brookby Roads in Heathcote, quiet residential side streets used to bypass the 5-Corners intersection; and Brewster Road where parents drop off and pick up their children at the Greenacres school, while other motorists attempting to avoid Fenimore Road gridlock create more problems negotiating around the dropoff/pick-up activity at the school. The Village Hall parking lot has also become a convenient bypass route for motorists in a hurry, connecting Crane and Popham Roads.

Incidents and conditions listed here are not intended to be an exhaustive study of all traffic problems that exist in Scarsdale. Other traffic issues may be found in the Committee’s two prior comprehensive reports. Instead, the purpose of this Report is to provide some practical recommendations about strategies to calm traffic, to identify some of the more troublesome hot spots, and to recommend that Village budget allocations be increased accordingly to improve conditions on Scarsdale’s 79 miles of roads and 25 miles of walkways.5

Above all, the Committee continues to recommend that improving the motorist, pedestrian and cyclist experience and public safety in this increasingly vehicle-centric environment should remain a Village priority.

**LOWER AREA SPEED LIMIT**

This Committee previously advocated for lower linear speed limits on Scarsdale’s streets. As noted in response to the Committee's 2018 traffic survey, in letters and public comments to the Village Board and the Scarsdale Police Department, and on social media, the community is in favor of the Village addressing speeding, implementing traffic calming methods, and enforcing traffic violations on Village streets that create unsafe conditions and undermine the quality of life in the Village.6

The notion that lowering the speed limit to 25 mph would impede the normal and reasonable flow of traffic in the Village is not supportable, when the objective is to promote the

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6 “In general, high speeds and large speed variation have a negative effect on the level of exhaust emissions, the level of traffic noise, fuel consumption and the quality of life for people living or working near the road [citation omitted].” D. Jomaa, et al., A Comparative Study between Vehicle Activated Signs and Speed Indicator Devices (Transportation Research Procedia, 2017), at https://doi.org/10.1016/j.trpro.2017.03.017.
orderly flow of traffic without causing harm. As discussed throughout this Report, speeding appears to be an integral part of road culture, which is why steps should be taken through a variety of strategies to address the problem and restore safety on all Village roads.

**Scarsdale Forum 2018 Traffic Survey Report on Lowering the Village Speed Limit**

The Executive Summary in the Forum’s 2018 Traffic Survey Report encapsulated the mood of the community in support of traffic calming through lowering the 30 mph speed limit:

“The feedback in the Survey represents an inflection point beyond which the wide range of observed and experienced hazards are no longer deemed to be acceptable “norms” by the Scarsdale community. The feedback confirms that the community will no longer tolerate unsafe conditions on Village roads and sidewalks. Survey participants, the majority of whom are Scarsdale residents, unequivocally affirm the community’s collective desire for the Village to find solutions to the impacts of speeding vehicles, distracted or negligent motorists, the lack of sidewalks in many places throughout the Village, in addition to the absence of crosswalks where they should be to assist pedestrians, poor lighting, and other hazards to name just a few of the problems observed along Scarsdale’s residential and business district roads.

The principal recommendation of the Committee is safer streets through traffic calming, reflecting the mandate of the Scarsdale community. The data, collected from over 700 respondents, demonstrate that Scarsdale residents want the Village to make improving pedestrian, cyclist and driver safety a top municipal priority.”

Besides safety and quality of life benefits, lowering the speed limit is consistent with “Complete Streets,” “Vision Zero,” “Road to Zero,” NYSDOT cyclist strategies, and even New York State “Climate Smart Community” goals, which are all discussed below.

**Village Board Support for Proposed Legislation on Lower Area Speed Limit**

In introductory comments at the Village Board meeting on October 7, 2019, Mayor Marc Samwick rolled out Scarsdale’s proactive support for statewide legislation enabling municipalities including Scarsdale to establish a 25 mph speed limit, following Scarsdale Assemblywoman Amy Paulin’s recent introduction of legislation in Albany of two bills that would accomplish that goal:

“Traffic safety is an ongoing priority for the Village. The Traffic Safety Committee is the primary decision-making body for traffic safety, control and calming measures. This Committee consists of technical expertise in traffic engineering and includes: the Village Engineer, members of the Police Department, members of the Department of Public Works and a representative from the Village Manager’s office. The Committee follows well-established guidelines and State mandates to determine measures that are appropriate for the Village.

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Over the years, one of the main frustrations the Village has faced with respect to traffic safety is the state-mandated minimum Village speed limit of 30 mph. The Village has recently requested that our State Assemblywoman, Amy Paulin, introduce and sponsor legislation that would permit villages to establish speed limits as low as 25 mph. Assemblywoman Paulin agreed to sponsor such legislation and quickly introduced two bills onto the Assembly floor. Village staff is seeking support for the proposed legislation from other nearby municipalities, Westchester County and various state associations, including the NY Council of Mayors.

Staff is working diligently on a parallel track to develop a deliberate approach to enhance the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicycle activity.

Traffic concerns may be submitted to the Traffic Safety Committee, to the Village Manager at manager@scarsdale.com or to me at mayor@scarsdale.com. The Manager and I will forward all emails to the Committee for its consideration.9

The Village Board’s Resolution on lowering the area speed limit is a welcome statement on the safety benefits of this policy, commensurate with the residential character of the Village and high levels of vehicular and pedestrian traffic:

“RESOLUTION RE: EXPRESSING SUPPORT FOR PROPOSED NEW YORK STATE RESOLUTION LEGISLATION AUTHORIZING A 25 MPH AREA SPEED LIMIT

WHEREAS, the State of New York mandates a speed limit of not less than 30 mph be posted on neighborhood streets in cities, villages, and towns; and

WHEREAS, other states provide for a 25 mph speed limit which is more suitable for Scarsdale’s residential neighborhoods and other locations where elevated levels of pedestrian activity are reasonably anticipated, such as the Scarsdale Village Center, which features a busy commuter train station, a variety of local businesses, and abundant residential uses; and

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9 “2019 Acts to Amend the Vehicle and Traffic Law.” The first bill would allow municipalities the option of setting the speed limit throughout to 25 mph (the current speed limit under Vehicle and Traffic Law §1643 for a city or village and §1662-a for a town is 30 mph), at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08599&term=0&Summary=Y&Memo=Y&Text=Y . The second bill would establish the 25mph limit for all municipalities statewide, at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08600&term=0&Summary=Y&Memo=Y&Text=Y .


11 See NHTSA Speed Management Program, page 6, at https://www.nhtsa.gov/document/speed-management-program-plan (“While speeding can be considered a national problem, it is clear that effective solutions must be applied locally. In 2011, 87% of speeding-related fatalities occurred on roads that were not interstate highways, as shown in the table below. The speeding-related fatality rate per vehicle mile traveled is highest on local and collector roads where the lowest speed limits are posted, presenting additional problems. Speeding is not just a passenger-vehicle- or motorcycle-related issue. With respect to large trucks, speed is a factor in about 8% of fatal crashes, and large trucks have a speed related component in 4.3% of work zone fatalities.”).
WHEREAS, the difference in public safety outcomes when comparing pedestrian-involved accidents occurring in a 30 mph versus 25 mph speed zone is significant, with the risk of pedestrian fatality reported by the National Highway Traffic Safety Administration to be approximately 3.26 times higher with a 30 mph posted speed limit than with one of 25 mph, as well as a risk of debilitating injury that is roughly 1.28 times higher; and

WHEREAS, a 2018 study released by the Insurance Institute for Highway Safety revealed that decreasing the posted speed limit from 30 mph to 25 mph resulted in 29.3% fewer vehicles exceeding 35 mph by 29.3% (sic, see footnote 13 below), as well as an 8.5% decrease in the incidence of vehicles exceeding 30 mph; and

WHEREAS, in consideration of the public safety benefits of authorizing New York cities, villages, and towns to post an Area Speed Limit of 25 mph, Assemblywoman Amy Paulin has introduced two bills\textsuperscript{12} to the New York State Assembly, A.08599 and A. 08600 (legislative summaries attached); now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees finds that the existing public safety justification for New York State to authorize cities, villages, and towns to post an Area Speed Limit of 25 mph is abundantly compelling; and be it further

RESOLVED, that the Board of Trustees hereby concludes that reducing the village-wide speed limit is an efficient, simple solution to advance traffic safety and protect the public health, safety and welfare, and invites all interested parties to support the proposed amendments to the New York State Vehicle and Traffic Law, allowing the Village of Scarsdale and other New York State cities, town and villages, to create an Area Speed Limit of 25 mph.\textsuperscript{13}

\textbf{Legislative Justification for Lowering the Area Speed Limit}

The bills pending in Albany make crystal clear the justification and public safety benefits of lowering the speed limit to 25 mph:

“Research shows that faster driving speeds correlate to more serious injuries and fatalities for pedestrians in the event of an accident. The faster a vehicle is traveling, the less time its driver will have to see a pedestrian in the road and stop and the less time a pedestrian will have to react. According to the AAA Foundation for Traffic Safety, a pedestrian

\textsuperscript{12} October 7, 2019 Agenda, PDF pages 46-49, at https://www.scarsdale.com/AgendaCenter/ViewFile/Agenda/_10072019-693.

struck by a vehicle going 25mph has a 25 percent risk of sustaining a serious or fatal injury, a 50 percent risk at 33mph and a 75 percent risk at 41mph.

A 2018 study released by the Insurance Institute for Highway Safety found that lowering the speed limit by 5 mph on city streets improves safety outcomes for motorists, pedestrians, and bicyclists by reducing the incidence of speeding. The study focused on Boston, which in 2017 lowered its default speed limit on city streets from 30mph to 25mph. Researchers found that after the city lowered its speed limit, the estimated odds of a vehicle exceeding 35mph fell by 29.3 percent. Also, the odds of a vehicle exceeding 30mph fell by 8.5 percent and by 2.9 percent of exceeding 25mph. **These reduced speeds will help to curb the city's incidence of serious injuries and fatalities in pedestrian involved accidents.**"\(^{14}\) (emphasis added)

Lowering the speed limit in Scarsdale is of vital importance regardless of whether and when the Legislature in Albany acts, because pedestrian injury severity is a function of speed, and **the risk of a fatal injury increases when posted speed changes from 25 mph to 30 mph.**\(^{15}\)

Incidents of pedestrian-involved accidents since 2017 in Scarsdale have been increasing at both intersection and non-intersection locations, with three such accidents in 2017, eight accidents in 2017, and 14 accidents in 2018, according to a chart obtained from the Village Manager’s office, attached as Exhibit A.\(^{16}\) As noted in the Committee’s prior Reports, neighboring communities have lowered both area and linear speed limits to 25 mph. Just recently, the speed limit along the entire length of Ashford Avenue between Ardsley Village and Dobbs Ferry Village was lowered to 25 mph. In the absence of an amendment to current state regulations and consistent with current Village planning, attached as Exhibit B, the Committee recommends that the Village should act now to facilitate lowering the speed limit on linear segments of certain roads, consistent with Scarsdale’s support of the 2019 Acts to Amend the Vehicle and Traffic Law.\(^{17}\)

**School Zone Safety and Traffic Calming**

With so many public, private and religious school facilities throughout the neighborhoods there are bound to be safety issues on the roadways and walkways. Brewster Road between Olmsted Road and Harcourt Road is directly adjacent and in close proximity to the front entrance of Scarsdale High School. Some High School students walk or bicycle to and from the

\(^{14}\) 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
\(^{15}\) W.A. Leaf and D.F. Preusser, Literature Review on Vehicle Travel Speeds and Pedestrian Injuries Among Selected Racial/Ethnic Groups (NHTSA, 1999) (“Abstract: The relationship between vehicle travel speeds and resulting pedestrian injury was reviewed in the literature and in existing data sets. Results indicated that higher vehicle speeds are strongly associated with both a greater likelihood of pedestrian crash occurrence and more serious resulting pedestrian injury. It was estimated that only 5 percent of pedestrians would die when struck by a vehicle traveling at 20 miles per hour or less. This compares with fatality rates of 40, 80, and nearly 100 percent for striking speeds of 30, 40, and 50 miles per hour or more respectively.”) (emphasis added), at https://one.nhtsa.gov/people/injury/research/pub/hs809012.html.
\(^{17}\) See R. Cole to S. Pappalardo, Memorandum Re 25 mph Area Speed Limit Legislation (Sept. 23, 2019) (“Scarsdale streets need to be safe for all users, regardless of age, ability or mode choice,” at page 6).
facility and related facilities, and are required to cross Brewster Road on foot to access these facilities. Unlike the traffic calming signage on Mamaroneck Road adjacent to the Middle School, the Village 15 mph school zone speed limit is not prominently displayed and does not appear to be consistently obeyed, or regularly enforced, along the affected sections of Brewster, Harcourt and Olmsted Roads.18

Passing and speeding occur on that section of Brewster Road, and student dropoff traffic is heavy at various times of the day, suggesting significant steps should be taken to implement traffic calming and gridlock solutions, possibly including crossing guards. Because there are few sidewalks along many neighborhood streets, and no dedicated bicycle lanes, parents are apprehensive about their children who do walk or ride bicycles to school. Dedicated bicycle lanes could be investigated as a way to protect students who bicycle to the High School or the nearby public library on adjacent road segments of Brewster Road, Wayside Lane and Olmsted Road. Traffic volume is exacerbated, moreover, by parents who drive their children to and/or from Village schools. A way to reduce dropoff/pick-up traffic would have the Village work with the School District to increase the bus fleet to provide more services to more students in every neighborhood. Many of these suggestions were made to the Committee by concerned parents.

Brewster Road traffic around the Fox Meadow School is another dropoff/pick-up location, with congestion compounded by student drivers headed back and forth to the High School. Parents have also brought to the attention of the Committee, and in some cases the Village, concerns about speeding near the Edgewood School, and motorists passing stopped school buses.

The High School frontage segment of Brewster Road is also a deer crossing location where deer have been sighted, there is evidence of browsing in adjacent Harwood Park, but no deer crossing signage has been installed that might mitigate speeding in the school zone and contribute to traffic calming.

**STRATEGIES FOR SAFER ROADS**

**Scarsdale Village Consultants’ Reports**

It is generally acknowledged that not all problematic road conditions have been resolved, especially the significant queuing and congestion in the Village Center that was observed and analyzed in independent consultants’ reports commissioned by the Village in 2005 and 2016.19 The consultants’ voluminous engineering analysis and suggested solutions in their 2016 report are discussed in more detail below. The Committee recommends that the Village revisit their consultants’ recommendations to determine whether any are applicable to today’s traffic realities and would be helpful in resolving outstanding issues on Scarsdale roads.

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18 The only road where the Committee could find signage, for the 15 mph school zone speed limit under Local Law §290-54 near Scarsdale High School, is on Wayside Lane from Post Road to Carstensen Road (near the Alternative School facility).
Complete Streets

A Complete Street is “a roadway planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities.”\textsuperscript{20} The emphasis is on all users, whether pedestrians, bicyclists, public transportation riders, or motorists; it encompasses children, the elderly, and persons with disabilities. Complete Street roadway design features include “sidewalks, lane striping, bicycle lanes, paved shoulders suitable for use by bicyclists, signage, crosswalks, pedestrian control signals, bus pull-outs, curb cuts, raised crosswalks, ramps and traffic calming measures.”\textsuperscript{21} New York State's Complete Streets paradigm has been adopted by Westchester County and White Plains, among other municipalities throughout New York State.\textsuperscript{22}

Complete Streets infrastructure provides numerous benefits including, not surprisingly, resilience to climate change: \textsuperscript{23}

“One of the most visible elements of New York City’s sustainable development agenda has been the transformation of the city’s streets from unwelcoming, traffic-dominated corridors to safer, more attractive public spaces that better accommodate all users. Large arterials have been transformed into “complete streets” with dedicated lanes for bicyclists, landscaped pedestrian islands and more efficient curbside regulations; areas of underutilized roadway have been repurposed as new public spaces; congested bus routes have become higher-speed Select Bus Service; and green infrastructure has been integrated into the streetscape to better manage storm water while enhancing the public realm.”\textsuperscript{24}

The New York City Department of Transportation found, in \textit{The Economic Benefits of Sustainable Streets}, “convincing evidence that improved accessibility and a more welcoming street environment... generate[d] increases in retail sales in the project areas.”\textsuperscript{25} Towns and villages across New York State are planning also for safe and convenient modalities of travel in conjunction with the need to adapt to climate change, such as in Kingston, New York:

“Addressing climate change in Kingston can be accomplished through the aggressive implementation of the Complete Streets policy adopted by the Kingston Common Council in 2010. Complete Streets “are comprehensive, integrated roads that provide for safe and convenient travel along and across the street network by all users: walkers, bicyclists, drivers

\footnotesize
\textsuperscript{21} See https://www.dot.ny.gov/programs/completestreets.
\textsuperscript{24} Id., page 7.
of various types of vehicles and riders of public transportation, of all ages and abilities, including children and youth, older adults, and persons with disabilities.

Walking brings health and environmental benefits, reduces traffic congestion, and brings customers to business along the walking routes. Planning that prioritizes pedestrian needs will require a different design from that which prioritizes vehicles. People are more likely to walk in interesting and safe environments that include attractive sidewalks, barriers between pedestrians and other traffic and traffic calming measures.”

The Complete Streets approach not only helps achieve healthy and sustainable transportation systems, but is complementary to and helps fulfill some of objectives of the “Climate Smart and Green Jobs Community Pledge.”

**Vision Zero and Road Zero Programs**

The fundamental approach of Vision Zero is to consider strategies and redesigned infrastructure that make it possible to change aggressive behaviors that undermine safety, and to prevent fatalities on the roads:

“In New York City, 239 people were killed in traffic crashes in 2015. The majority of these crashes happened on arterial roads and were caused by preventable driver behaviors such as speeding and failure to yield the right of way. These behaviors are too often enabled by street design that prioritizes driver speed and convenience, with the safety and experiences of cyclists and pedestrians being an afterthought. A standardized design is needed so that safety can be ensured by default, without relying on education campaigns that may not reach all drivers, or the presence of law enforcement. Once built, these streets are not subject to the shifting winds of politics, and require only standard maintenance to retain their effects.”

(emphasis added)

A similar program, Road to Zero, follows a similar strategy: “1. Double Down on What Works, 2. Accelerate Advanced Technology, and 3. Prioritize Safety”

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“These three approaches are essential and interconnected; none of the three will work effectively independent of the others. They are complementary, mutually dependent, and synergistic. (See figure on page 15.) For example, a growing safety culture will foster safe behaviors, such as driving sober and within the speed limit, and create a strong market for advanced safety technologies (including automated vehicles). As people become accustomed to the safety benefits of advanced technology and improved roads, they will become less tolerant of risky behavior and more supportive of the changes needed to build a Safe System. The effect of each change is intertwined with the others and mutually supportive – a “virtuous cycle.”

**Core Elements of Vision Zero**

The elements of Vision Zero are achievable, and could help prioritize action that is already employed by Scarsdale:

1. **Public, High-Level, and Ongoing Commitment.** The Mayor and key elected officials and leaders within public agencies, including transportation, public health, and police, commit to a goal of eliminating traffic fatalities and serious injuries within a specific timeframe. Leadership across these agencies consistently engages in prioritizing safety via a collaborative working group and other resource-sharing efforts.

2. **Authentic Engagement.** Meaningful and accessible community engagement toward Vision Zero strategy and implementation is employed, with a focus on equity.

3. **Strategic Planning.** A Vision Zero Action Plan is developed, approved, and used to guide work. The Plan includes explicit goals and measurable strategies with clear timelines, and it identifies responsible stakeholders.

4. **Project Delivery.** Decision-makers and system designers advance projects and policies for safe, equitable multi-modal travel by securing funding and implementing projects, prioritizing roadways with the most pressing safety issues.

**Safe Roadways and Safe Speeds**

5. **Complete Streets for All.** Complete Streets concepts are integrated into communitywide plans and implemented through projects to encourage a safe, well-connected transportation network for people using all modes of transportation. This prioritizes safe travel of people over expeditious travel of motor vehicles.

6. **Context-Appropriate Speeds.** Travel speeds are set and managed to achieve safe conditions for the specific roadway context and to protect all roadway users, particularly those most at risk in crashes. Proven speed management policies and practices are prioritized to reach this goal.

**Data-driven Approach, Transparency, and Accountability**

7. **Equity-Focused Analysis and Programs.** Commitment is made to an equitable approach and outcomes, including prioritizing engagement and investments in traditionally under-served communities and adopting equitable traffic enforcement practices.

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30 Id., page 16.
8. Proactive, Systemic Planning. A proactive, systems-based approach to safety is used to identify and address top risk factors and mitigate potential crashes and crash severity.

9. Responsive, Hot Spot Planning. A map of the community’s fatal and serious injury crash locations is developed, regularly updated, and used to guide priority actions and funding.

10. Comprehensive Evaluation and Adjustments. Routine evaluation of the performance of all safety interventions is made public and shared with decision makers to inform priorities, budgets, and updates to the Vision Zero Action Plan.”

The actionable strategies of the Vision Zero program can easily incorporate Complete Streets policies. This dual paradigm was implemented in New York City, one of Mayor De Blasio’s signature Vision Zero efforts to eliminate road accidents and fatalities:

“Since 2014, the City has used every tool at its disposal to improve the safety of our streets in every neighborhood and in every borough – with expanded enforcement against dangerous moving violations like speeding and failing to yield to pedestrians, new street designs and configurations to improve safety, broad public outreach and communications, and a sweeping legislative agenda to increase penalties for dangerous drivers and give New York City control over the safety of our own streets.”

Closer to home, the two bills introduced by Scarsdale’s Assemblywoman Amy Paulin highlight the Vision Zero strides made by New York City that could be emulated in Scarsdale to achieve safer streets:

“In 2014, New York City lowered its speed limit from 30mph to 25mph, as part of a program known as "Vision Zero, aimed at ending all traffic related deaths and serious injuries in the city by 2024. To date, the three years following implementation of the program have been studied and the number of traffic related fatalities declined for these three consecutive years and went down 23 percent overall.”

Bicycle and Pedestrian Safety: New York State Programs

Without dedicated lanes for bicyclists, and other necessary infrastructure such as sidewalks for pedestrians, these roadway and walkway users will continue to face challenges in Scarsdale. The New York State Department of Transportation has a variety of programs, initiatives and guidance documents that promote Complete Streets strategies and provide a way forward for both bicycle and pedestrian friendly strategies. Safe Routes to School and Walking School Bus are additional initiatives that should be explored:

- “Each of NYSDOT’s 11 geographic regions across the state has a regional bicycle pedestrian coordinator responsible for promoting bicycle and pedestrian programs. NYSDOT also

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33 Vision Zero, N.Y. City, at https://www1.nyc.gov/content/visionzero/pages.
34 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
maintains a Bicycling in New York Web page, and is developing a similar page for pedestrians.

- The Transportation Alternatives Program (TAP) Set-Aside provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; Safe Routes to School projects;\(^{35}\) and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

- In June 2016, Governor Andrew Cuomo announced the first-ever New York State Pedestrian Safety Action Plan. This 5-year multi-agency $110 million initiative takes a three-pronged approach to improving safety. It is being implemented cooperatively by the New York State Department of Transportation focusing on engineering improvements, the State Department of Health conducting public education and awareness campaigns, and the Governor’s Traffic Safety Committee coordinating increased law enforcement.

- The 2010 NYSDOT Pedestrian and Bicycle Policy promotes pedestrian and bicycle travel for everyone on the state transportation system.

- NYSDOT’s Highway Design and Project Development Manuals provide guidance for providing safe facilities for pedestrians, bicyclists and transit users. They also include information on how to make these facilities safer by integrating traffic calming, landscape architecture and community design.

- The transportation project design process considers potential project impacts on all transportation system users, including the elderly, people with disabilities, transit users, pedestrians and bicyclists. The Capital Projects Complete Streets Checklist is used to help identify needs for Complete Streets design features.

- Section 619 of NYSDOT’s Standard Specifications provides for the safe passage of pedestrians and bicyclists over highways under construction.

NYSDOT has undertaken a comprehensive effort to integrate the requirements of the New York State Smart Growth Public Infrastructure Policy Act. Some criteria of Smart Growth complement the goals of Complete Streets, such as furnishing transportation options other than automobiles, and reducing regional air pollution.

The Complete Streets law includes, but is not limited to, 13 Complete Street design features, all of which are represented in NYSDOT’s design standards: sidewalks, paved shoulders suitable for use by bicyclists, lane striping, bicycle lanes, signage, crosswalks, road diets, pedestrian control signalization, signals and delineation, bus pull-outs, curb cuts, ramps,

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traffic calming measures, and raised crosswalks. Please visit our [Designing Complete Streets page](https://www.dot.ny.gov/programs/completestreets/nysdot) for more information and guidance for these features.”

**New York State Climate Smart Communities**

Scarsdale Forum’s Climate Resilience Committee has recommended that Scarsdale join dozens of other municipalities in Westchester County that are currently participating in New York’s Climate Smart Communities Program. New York State’s Department of Environmental Conservation provides compelling reasons for certification of a municipality like Scarsdale as a Climate Smart Community, including matching fund grant opportunities. Potential benefits include:

- “Better scores on grant applications for some state funding programs, like DEC’s Climate Smart Communities Matching-Fund Grants to support both comprehensive planning and specific implementation projects
- State-level recognition for each community’s leadership
- A robust framework to organize local climate action and highlight priorities
- Streamlined access to resources, training, tools and expert guidance
- Networking and sharing best practices with peers.”

This program has a direct correlation with traffic safety initiatives, since implementing strategies that support bicycling and walking and a Safe Routes to School program are just two of many certification items that would benefit Scarsdale if it were a Climate Smart Community. Other opportunities are available. Recently, for example, “Westchester County, along with five of its villages, one town, and two cities have been awarded a $100K grant to administer a collaborative working group to complete individual government operations greenhouse gas inventories and climate action plans that will outline emissions reduction targets, strategies, and projects.”

**2016 TRC Traffic and Pedestrian Report Overview**

TRC Engineers proposed a variety of modifications and alternatives to address the traffic issues it studied for the Village in 2016: This is a summary of those recommendations for the Popham Road, East Parkway, and Chase Road/Overhill Road locations:

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“Various different options/alternatives were considered along with various traffic signal timing and phasing modifications. The following are the recommendations for modifications along with other alternatives that the Village could consider.

A. Extended Flashing Don’t Walk Time: Recommended
This Alternative is recommended on certain movements/phases including crossing Chase Road at Popham Road, crossing Popham Road at Chase Road, and crossing Popham Road at East Parkway as discussed on page 19 of the main Report. This is based upon field observations and measurements to allow the proper time for people, particularly senior citizens, to cross the various streets. This can be performed by modifying the Flashing Don’t Walk time, including the time shown on the countdown timer, without changing the overall signal phasing and timing. [The Committee believes that the benefit of providing some way of better enhancing pedestrian ability to cross wide streets, including Popham Road bridge intersections, outweighs the inconvenience to motorists.]

B. Colored/High Visibility Crosswalk: Recommended
A colored/high visibility crosswalk is recommended, possibly with striping/wording on the pavement ahead of it. Such an improvement would enhance its visibility to motorists and improve the frequency of vehicles stopping before entering the crosswalk. [The Committee believes that the benefit of providing some way of better enhancing pedestrian visibility outweighs the inconvenience to motorists, and prevents motorists from overrunning the stop bar and crosswalk lines.]

C. Additional Traffic Signal Head for Westbound Popham Road Motorists:
Recommended
It is recommended that an additional traffic signal head be added on the right-hand side of westbound Popham Road just prior to the crosswalk. This would further enforce the vehicle stop location and reduce the number of motorists stopping in the crosswalk, as the existing signal heads are farther away. [This recommendation was adopted by the Village.]

D. Lane Assignment Sign: Recommended
A sign graphically indicating lane assignments should be added to Popham Road westbound prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane. [This recommendation was adopted by the Village but installed well prior to the intersection with Autenrieth Road, potentially causing motorist confusion.]

E. Installing “Turning Vehicles Yield to Pedestrian” Sign and “No Turn on Red” Sign:
Recommended
A ‘Turning Vehicles Yield to Pedestrian’ sign similar to what is utilized in other locations in the Village would be appropriate here and is recommended. ‘No Turn on Red’ signs should be placed adjacent to the corresponding overhead traffic signal head. There are some cases where they are placed adjacent to the signal head. [This recommendation for overhead signal signage was not adopted by the Village but should be implemented at all other applicable locations, such as, e.g., the intersection of southbound East Parkway with westbound Popham Road and elsewhere as appropriate. Additional “Turning Vehicles Yield to Pedestrian” signage is needed at other vulnerable locations.]

F. Backplates: Recommended
Backplates, the rectangular shields that fit behind the traffic signal head, could be added to the
traffic signal heads to help drivers with the glare issues. [This recommendation for backplates for the signal heads have not been but should be more widely adopted by the Village.]

G. Blinking Pedestrian Sign: Recommended (if installed with passive detection)
A ‘blinking’ pedestrian sign could be added instead of Rectangular Rapid Flashing Beacons (RRFB’s), which are not recommended (see item N Below); this may be more practical for this location. These should also be installed with ‘passive detection,’ thus they would start to blink when a person walks between two bollards. If they are not installed with passive detection, then they would be constantly blinking, even when no pedestrian is present, thereby diminishing their effectiveness. [This recommendation for blinking pedestrian signage, in particular giving both left and right turning motorists ample notice of crosswalks, was not adopted widely by the Village except for one notable exception on Crane Road. It should be adopted at every other point of pedestrian vulnerability.]

H. Additional Street Lighting: Recommended for Consideration
Additional street lighting could be added to assist drivers at night. [This recommendation for additional street lighting is necessary to give both left and right turning motorists ample notice of crossing pedestrians, especially after dark when turning from through streets where excessive speed and heavy traffic are typical, and pedestrians are not always visible, nor are marked crosswalks always provided.]

I. Lead pedestrian phase: Recommended for Consideration
This Alternative, which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queuing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present."[The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

Some but not all of the above TRC consultants’ recommendations have been implemented. Some have been implemented at the Popham-Chase-Overhill location but are options that should be considered at other locations where similar problems exist. The following are options that the TRC consultants did not fully recommend, but should be reconsidered:

“J. Raised Crosswalk and Embedded Flashing Lights: Not Recommended
An option that was considered but is not recommended at this time is the provision of a raised crosswalk to enhance visibility, better alert motorists to its presence, and deter vehicles from stopping on top of the raised crosswalk. However, raised crosswalks are generally not designed to be installed on main roadways or emergency routes. They would also increase the noise in this area, which is abutted on both sides by apartment buildings. Also, some residents have suggested a raised crosswalk with blinking lights within the crosswalk. These blinking lights are effective in alerting motorists of the crosswalk but establish certain expectations, such as that they will blink whenever a pedestrian is present, while requiring frequent maintenance and are not recommended. [The significant benefit of providing some way of better enhancing pedestrian visibility outweighs the relatively minor and brief inconvenience to motorists.

Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.

M. Exclusive Pedestrian Traffic Signal Phase: Not Recommended
This Alternative is not recommended due to the significant adverse traffic impacts, resulting in long delays and queues which would lead to congestion and potentially aggravated/aggressive drivers. [The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

N. Rectangular Rapid Flashing Beacons: Not Recommended
Rectangular Rapid Flashing Beacons (RRFB’s) were evaluated for deployment at the crosswalks, but are not recommended. As added background, RRFB’s are a new pedestrian alert device that some jurisdictions are testing at non-signalized intersections. The RRFB’s are flashing lights that are typically attached to a pedestrian crossing sign and are activated by the pedestrian or bicyclist; they are not typically employed at a signalized intersection. [The significant benefit of this safety measure outweighs the relatively minor and brief inconvenience to motorists at non-signalized or other intersections. Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.]

PRIORITIZE SAFETY

Standardized street infrastructure, signals and signage are recommended to consistently prioritize safety throughout the Village, in all neighborhoods and on all roads. Some examples curated from the sources cited in this Report are pedestrian island safe harbors and high-visibility crosswalks; exclusive crossing time; hardened centerlines and slow-turn wedges to reduce turning conflicts and calm turning traffic; flash alert solar pedestrian signs; pedestrian initiated crossing signals; delayed green signals; and signaled crosswalks on lengthy road segments currently without mid-block signals, signage or crosswalks.

The approaches outlined here, which are often used on a larger scale, are still instructive for smaller municipalities like Scarsdale, even those with more modest budgetary resources:

“There are 10 elements that make up a Vision Zero Street, all present in the New York City Department of Transportation Street Design Manual.

The City of New York currently applies these elements piecemeal, prioritizing the level of service for car and truck designers in decisions about whether to include or omit these elements on streets. On some multi-neighborhood arterial streets, elements are installed in one community but not the next. Even contiguous blocks of the same streets will feature varying quality of design.

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42 Residents reported to the Committee that the pedestrian-activated flashing light on Crane Road near St. James the Less Church often does not work.
43 The Village has employed digital vehicle activated speed signs at few locations. If the feedback to motorists from these vehicle-activated speed monitors is found to encourage slower motorist speeds, the Village should investigate installing units at additional locations where speeding is found to be a continuing problem.
This lack of standardization is inequitable and endangers millions of New Yorkers. When road design constantly changes, it is difficult to normalize safe driving behavior or encourage more people to walk or bike. Furthermore, when safe streets appear as the rare exception rather than the rule, it feeds the perception that better design is unobtainable and impractical. This is not true: the Department of Transportation has a wealth of engineering resources in its Street Design Manual that are possible to implement and have been proven to reduce dangerous driving. A doubling of the Department of Transportation's capital budget would allow New York City feasibly reconstruct all its dangerous arterial roads within 50 years.

NYC must also fundamentally shift how it views its streets and allocates space for different modes. A Vision Zero-worthy street will prioritize the highest-capacity modes of transportation, like walking, biking, and using public transit, over the single-occupancy car. Toronto has already codified this hierarchy, and NYC should also adopt such a model in order to normalize safe street design.”

Some of the same elements, which have already been installed at some locations in Scarsdale, should be standardized according to these guidelines:

“Consider the following 10 elements of a vision Zero Street as parts of a whole: When redesigning a dangerous street, engineers should consider application of the Vision Zero Street Design Standard as a holistic package before considering the application of individual elements. Not every street will necessarily be suitable for all elements, but the decision to omit any of them must only be made if doing so would have no adverse impact on pedestrian or cyclist safety. In particular, space for car parking must never be allowed to take priority over street design elements that save lives (emphasis added):

1. ADA Accessibility
2. Public Amenities
3. Protected Bike Lanes
4. Narrow Vehicle Lanes
5. Pedestrian Islands
6. Wide Sidewalks
7. Dedicated Mass Transit Facilities
8. Signal-Protected Pedestrian Crossings
9. Dedicated Unloading Zone
10. Signal Retiming.”

The locations in the Village illustrated in the following items would benefit from a Traffic Committee review of these fundamental Vision Zero elements to identify where safety improvements can and should be made.

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TRAFFIC CALMING OPPORTUNITIES

Popham Road Crosswalks at Overhill Road and East Parkway

Popham Road just east of the Chase Road intersection and Overhill Road was the location of a fatal pedestrian incident over ten years ago that was attributed to sun glare.\textsuperscript{46} Because the intersection geometry is asymmetrical, there are sight line problems for left turning motorists from Chase onto the eastbound through lane of Popham.\textsuperscript{47} Left turns are especially dangerous.\textsuperscript{48} The same difficulty is encountered to varying degrees by motorists turning right onto eastbound Popham from Scarsdale Avenue and turning left from East Parkway.

Pedestrians become frozen on certain sidewalks, unable, for example, to cross Popham Road at various points. Typically, numerous motorists in a steady stream of speeding traffic, turning right from southbound East Parkway onto westbound Popham, fail to take heed of the crosswalk immediately around the corner where pedestrians are attempting to cross. Adjustment of signal timing could help. At this blind corner, there’s no prominent “Yield to Pedestrian” signage to indicate that people might want to cross, and the Metro North overpass wall hides the crosswalk from view as motorists make the right turn. Without delayed green signals to hold motorists briefly in place, pedestrians with a walk sign often do not dare to cross, especially at night and when the intersection is backed up and blocked from all directions.

Both intersections might benefit from turn-calming strategies, and at appropriate locations, blinking signs with passive detection for the protection of pedestrians. Such safety measures could prevent another tragic incident.\textsuperscript{49}

Popham Road Bridge

Widening the Popham Road Bridge has not entirely met expectations that it would alleviate traffic volume and congestion. If anything, conditions have worsened for motorists and pedestrians alike. In the Committee’s 2015 Report, a recommendation was made to improve signage and pavement markings to indicate designated right or left-turn-only lanes and through lanes. The undersized signage indicating lane designations is easy to miss on the signal head, there is no sidewalk signage along the eastbound right turn lane onto Scarsdale Avenue, and the pavement arrows are usually too faded to be of any assistance to motorists. The resulting last minute, swerving lane changes by motorists are as predictable as they are dangerous.

Adding to the chaos, those Popham lanes shift multiple times in both directions between Autenrieth Road to the east and Garth Road to the west at the other end of the bridge, including the lanes over the bridge itself. There are at least four lamp posts on the sidewalk along the

\textsuperscript{49} See 2016 TRC Traffic and Pedestrian Report, Executive Summary, page ES-3.
south right-turn only lane of the bridge, yet no posted signage there or pavement marking clearly indicates that the lane is right-turn-only onto southbound Scarsdale Avenue (although a small sign, plain black and white sign with arrows is hanging next to the overhead signal). Without better directional signage, motorists who are out of position must shift lanes quickly, creating a hazard for eastbound vehicles in both the through lane and the far right lane of the bridge.

Might overhead signage near certain signals make a difference? Motorists block the asymmetrical intersection of Popham Road, East Parkway, and Scarsdale Avenue at all hours of the day and evening. The relatively new left turn, green signal arrows are not as effective as they could be if, for example, the arrows were to cycle to red together with a digital display of “no turn on red.” Queuing traffic on East Parkway northbound and Popham Road westbound is frequently backed up. There is little directional signage on the overhead signals – most are mounted on poles on the sidewalks. Westbound motorists often advance so far into the Popham intersection to make a left onto southbound Scarsdale Avenue, instead of yielding to oncoming traffic, as to be dangerously close to being hit by eastbound vehicles coming over the crest of the bridge, where everyone experiences sight line issues from both directions.

Notably, the 2016 TRC Traffic and Pedestrian Report recommended that: “A sign graphically indicating lane assignments should be added to Popham Road westbound over the Popham Road bridge prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane.” A similar argument could easily be made for the same signage to be added to Popham Road eastbound prior to the intersection with Scarsdale Avenue to establish appropriate lane assignments, particularly the right turn lane onto Scarsdale Avenue.

The Popham Road-Garth Road end of the bridge to the east is also treacherous, especially for pedestrians negotiating crosswalks from approaching aggressive right-turning vehicles from Garth Road and left turning vehicles from Depot Place. Overall, better solutions should be implemented to address the problems pedestrians face at these troublesome focal locations.

**Popham Road Signal Timing**

To best accommodate the volume and flow of westbound traffic in the Village Center on Popham Road and avoid gridlock at its major intersections, the phasing of green signals for westbound traffic should begin at the Depot Place intersection, followed by the green signal at the East Parkway intersection and then followed by the green signal at Chase Road. Any other sequence incrementally causes gridlock prior to westbound Popham Road traffic at Chase Road.

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50 That sign was installed but placed on the far eastern corner of Autenrieth Road, too far prior to the actual dedicated right-turn-only lane prior to the Popham-Chase intersection.

**Autenrieth Road Access to and from Popham Road**

The No-Parking-to-Corner sign on the western parking lane of narrow Autenrieth Road, located prior to Popham Road, is an impediment to traffic flow and turning access both to and from Popham Road. Turning traffic also tends to impede traffic flow on both east and westbound traffic on Popham Road. The sign should be moved farther away from the asymmetrical corners at the intersection.

**Christie Place**

Some of Scarsdale’s heavily traveled roads are uninterrupted by traffic calming measures that would help mitigate speeding and increase safety for all roadway users. Christie Place in the Village Center is one such road. An important additional consideration at this location is the safety of shoppers, the residents of the Christie Place units, and the residents of the Chateau units around the corner on the same block.

Except for the endpoints of Christie Place at Chase Road to the east and East Parkway to the west, there are no crosswalks to aid pedestrians along the entire length of Christie Place, which is congested with bus traffic, two parking lots and the supermarket loading zone. Double parked delivery tractor trailers, panel trucks and UPS vehicles along the DeCicco curb create gridlock in both directions, instead of queuing north of the Christie intersection along the southbound lane of East Parkway.

Motorists lining up to wait for a space to open in the undersized DeCicco lot frequently block traffic from both directions on Christie Place, while idling. DeCicco delivery trucks that do wait on the west curb of East Parkway north of the Christie Place intersection sometimes make it difficult for other trucks to pass, while causing traffic to back up there.

Vehicles also enter the DeCicco parking lot through the exit driveway, not the entrance driveway, because there are no clear pavement markings or “no entrance” directional signage. There are no stop signs to remind motorists exiting the lot to pause before barreling onto the sidewalk into the road, and no signs warning against illegal U-turns.

**Pedestrian Protection at Medians**

Enhanced pedestrian safety infrastructure should be considered at the end points of the narrow Popham Road Bridge median and the East Parkway median, even if this may prove to be a challenging retrofit. The recent intrusion of vehicles into the East Parkway median at Popham Road, into a bench and shrubbery at Boniface Circle, and a crash into a utility pole at

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the southeast corner of Popham Road and Scarsdale Avenue that brought down the traffic signal assembly, are reminders that vulnerable pedestrian areas should be better protected.

**Yielding to Pedestrians Is Not Optional**

This is a facsimile of the sign posted at the northwest corner of Depot Place and Popham Road. It is a welcome element for one of the busiest pedestrian/commuter corridors. There are different versions of the same message throughout the Village, notably the mid-street, fixed-base crossing panels, but additional intersections should be considered for posting this large format safety warning. Many of the locations cited in this report need similar calming warnings that encourage motorists to SLOW DOWN where pedestrians are likely to be crossing the street just around a corner, whether signalized or not.

Motorists eastbound on Christie Place turning-right around the corner at Chase Road often roll past the stop sign and crosswalks, heedless of pedestrians exiting their vehicles or crossing the street in front of the Post Office. One way to visually alert right-turning motorists to these movements, in addition to the highly visible pedestrian warning sign, is to remove the shrubbery at that corner along the edge of the Post Office lawn.

Just as pedestrians have the right of way at evening rush hour when an enforcement officer and patrol car are present at the Metro North station on East Parkway to stop traffic, pedestrians have the right of way everywhere, all the time, notwithstanding any enforcement presence, or none. This appears to be a precept that many motorists, unfortunately, disregard.

**Extend Crossing Time for Pedestrians**

TRC consultants Recommended for Consideration, meaning they did not fully endorse, a “lead pedestrian phase”:

“which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queueing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present.”53

The report recommended, however, extended flashing “don't walk” time without changing signal phasing and timing, conceding that “Pedestrians, especially those that are mobility-challenged or impaired, including senior citizens living nearby, sometimes struggle to cross Popham Road in the allotted pedestrian phasing time.” Extended flashing “don’t walk” time would give pedestrians more time to cross busy intersections. It is now common in New York City to see delayed green signals of under ten seconds to allow pedestrians slightly more time to cross. There may be the potential for delayed green signals to cause traffic backups, but

any small adjustment in crossing timing that might prove effective to calm traffic and assist pedestrians would be worthwhile.\textsuperscript{54}

Incidentally, for the sake of preventing westbound through traffic motorists stopped at the red signal on Popham at the Chase intersection from becoming confused by the earlier green phasing at the westbound Popham-East Parkway signal (when the oncoming Popham through traffic eastbound is also already moving with a green signal), an overhead digital “delayed green” signal or even plain signage on or near the signal head on westbound Popham at Chase would keep motorists from bolting forward into the Popham-Chase crosswalks, creating conflict with pedestrians who are given more time to cross.

**Illegal Right Turn from Popham Road, onto Chase Road, into Oncoming Traffic**

Occasionally a motorist will miss the dedicated right turn lane from westbound Popham onto Chase Road marked by flexible bollards. Some motorists catch their mistake before entering Chase Road. But instead of circling the block via East Parkway, they make an illegal and dangerous right turn on the south edge of the bollards into oncoming southbound Chase Road traffic stopped at the signaled Popham Road intersection. There is no “do not enter” signage warning motorists not to make this dangerous right, narrow radius turn.

**Crane Road**

Speeding should be addressed on Crane Road with all available calming strategies. Excessive speed and running the red signal at the Woodland Place intersection continue to be problems on Crane Road despite new pedestrian yield signage and a solar powered flashing sign. Crosswalks should be widened and furnished with mid-road, stationary yield signs, like those deployed nearby in the Village Center and on Heathcote Road near the Congregational Church.

Vegetation at the southeast corner should be removed so that pedestrians approaching from the Woodland sidewalk are not blindsided by motorists overrunning the stop bar and the crosswalk.

The stop bar should be farther away from the crosswalk at the Woodland corner, and the crosswalk itself should be wider. This is another location where delayed green to allow pedestrians extra time to cross is important to the safety of commuter, Lutheran Church and Montessori School pedestrian foot traffic.

The entire length of Crane Road should have a sidewalk on both sides of the street where at all feasible. There are segments along the north side of the road, such as in the vicinity of Old Orchard Lane and at the Woodland Place intersection, that would accommodate a sidewalk and improve safety for pedestrians between Village Hall and the East Parkway Metro North station. Many people walk to the Village Center from this area, and one often sees pedestrians walking along the side of Crane Road that lacks a sidewalk, likely due to the difficulty in crossing the street, or the inconvenience of crossing to one side and then the other to be on a sidewalk.

\textsuperscript{54} Id., Executive Summary, page ES-2.
There is a hilly section around mid-point on Crane Road where line of sight is impaired from both directions approaching the crosswalk to the St. James the Less driveway. The solar flashing signal which is pedestrian initiated is not always operational, although additional pedestrian crossing signage has been installed, similar to the double crosswalk warning signage that appears at intervals approaching the crosswalk on Heathcote Road at Sherbrook Road.

**Woodland Place and Crane Road**

Woodland Place is a major one-way feeder for motorists leaving the Village Center, yet was not analyzed in the 2016 TRC Traffic and Pedestrian Report. Motorists exiting the Village Center regularly overrun the stop bar at the no-turn-on red signal at the corner of Woodland Place and Crane Road. Because the sight lines are impeded by vegetation on the southwest corner as mentioned above, motorists intent on making an illegal right turn on red onto Crane regularly inch past the stop bar and risk colliding with motorists who frequently speed while running the red signal on Crane, in both directions. There are no sidewalks on Crane Road at the signaled intersection with Woodland Place. The only sidewalk along the west side of Woodland ends at this intersection, which features a relatively new pedestrian operated crossing signal on the southwest corner. There was a serious pedestrian-involved accident at this location in November 2019 when a boy was struck by a vehicle while attempting to cross Crane Road.

**Crane Road and Fox Meadow Road**

Crane Road where it meets Fox Meadow Road continues to be a dangerous un-signaled intersection, made more difficult to maneuver because of sight line problems that were mentioned in the 2016 TRC Traffic and Pedestrian Report. The Village should reassess and implement some of the consultants’ recommendations at this location, and others cited in this Report, to determine whether the tradeoffs that prevented them from being adopted make sense at this time to alleviate continuing traffic problems.

**Popham Road at the Taunton Road Crosswalk**

Crossing Popham Road, even in the crosswalks, is dangerous for pedestrians. Motorists turn off of Post Road and tend to accelerate into Popham Road, not mindful of the crosswalk that comes up at the driveway from the Village Hall parking lot. The problem is exacerbated by the fact that the crosswalk pavement marking is very faint A warning sign or more prominent crosswalk markings may cue drivers to slow down and watch for pedestrians.

**Full Stops at Stop Signs and Red Signals**

It cannot be overemphasized that the failure of motorists to make a full stop at stop signs and even at stop bars on red signals is a problem compounded when motorists who keep moving fail to yield to pedestrians. The rolling stop appears to be the new normal. The rolling stop is also a problem when both passenger vehicles and buses fail to stop at the stop bar on red signals

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55 Id., Executive Summary, pages ES-5 to ES-6.
before entering pedestrian crosswalks. This phenomenon is just as frequent on the main corridors as on the side streets.

**Faded or Inconspicuous Arrow, Stop Bar and Crosswalk Pavement Markings**

It does not help that many pavement markings are worn and too faint to notice easily, especially when it rains or at night. It becomes even more problematic at asymmetrical intersections in the Village Center, for example Popham Road at Chase Road, and the right turn lane from Popham Road onto Scarsdale Avenue. Crosswalks should be as visible and as wide as possible. Some of the more problematic crosswalks, especially where speeding is an issue, should be treated with contrasting pavement or other surfacing to improve visibility and calm traffic.

**Illegal U-turns, Wrong Way Egress through Two-Way Median Lanes**

It is astonishing that many motorists consider U-turns to be permissible on busy two-way Village Center streets, and U-turns over double yellow lines throughout the Village, often in disregard of prohibitive signage. Illegal U-turns are all too frequently made on Chase Road in front of the Post Office and at the Christie-Woodland-Chase 3-way stop intersection despite recently posted signage. Vehicles including Scarsdale Taxi vehicles southbound on East Parkway have been observed making illegal U-turns onto northbound East Parkway, arguably one of the busiest intersections in the Village Center, in plain view of the prohibitive signage.

Two-way Christie Place, a heavily traveled bus route to the Metro North station with its numerous driveways and almost constant traffic is another frequent U-turn location.

On East Parkway, motorists either ignore or do not see the faded directional pavement markings on the two-way median cut-through lanes. Entering the wrong lane could easily bring motorists into conflict with oncoming traffic entering the correct lane.

**Illegal Passing**

Passing is unacceptable and highly unsafe on our narrow Village roads. Motorists backing out of parking spots on East Parkway with vehicles in line to take the spot have been passed by irresponsible motorists too impatient to wait. Vehicles traveling at the speed limit on Heathcote Road at night are passed by vehicles at high speed turning off at Kelwynne Road into the Middle School entrance driveway. Vehicles on Harcourt Road where it meets Brewster Road have been passed by speeding vehicles, sometimes during morning school hours. Motorists blowing horns and speeding recklessly have been observed passing vehicles traveling at the 30 mph speed limit on Church Lane. “No passing” signage has popped up on various roads, such as Walworth Avenue, and could become another item in the enforcement toolbox to calm traffic if installed at additional locations.

**Post Road Intersections at Crane and Popham Roads**

Eastbound Popham Road motorists turning left onto the Post Road habitually block the intersection, causing gridlock at the intersection and long queuing backups for both northbound
Long queueing backups on eastbound Crane Road, often stretching west on Crane well beyond Carstensen Road, are another frequent weekday occurrence. Both intersections should be studied and solutions implemented to alleviate this chronic gridlock.

**Popham Road Eastbound and Westbound onto East Parkway**

The numerous points of entry from both Popham Road and Scarsdale Avenue onto East Parkway northbound cause chronic, seven-day a week gridlock at this heavy volume Village Center intersection. Motorists apparently cannot be counted on to refrain from “blocking the box” in their desire to access East Parkway merchants, the Metro North station, or the Bronx River Parkway entrance ramp at the north end of the street. One long block of double-sided head on parking between northbound East Parkway and one-way Spencer Place adds to the queuing at the Popham intersection. Aside from enforcement of infractions for blocking the intersection, signal timing adjustments, no-turn-on-red arrows and overhead signal signage should be considered to address these problems.

**The Five Corners Heathcote Intersection**

Traffic grinds to a halt and queues at red signals for many blocks on Heathcote Road, Palmer Avenue and Weaver Street especially during afternoon rush hours. Access also becomes difficult onto the poorly designed, narrow Balducci’s driveway from both directions on Heathcote Road.

**NEIGHBORHOOD HOT SPOTS**

In an effort to gather additional information about challenging conditions on specific streets, and to potentially supplement the Written Correspondence submitted to the Village which appears on the Village website,56 Scarsdale Forum invited its members and the wider community in 2019 to submit additional feedback. The following items, organized by street or intersection, add to the list of hot spots that are of concern to Scarsdale residents.

**Fenimore Road**

More needs to be done on Fenimore and the other high volume Scarsdale roadways to calm traffic and improve access for both pedestrians and vehicles. Intersections should be safe crossings. A Scarsdale resident was hit and seriously injured by a vehicle in the Brewster Road crosswalk in December 2019.57 There was another pedestrian-involved crash at this location in 2017.

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56 Written Correspondence, at https://www.scarsdale.com/274/Written-Correspondence.
57 Scarsdale Inquirer, “Greenacres man in Fenimore Road crosswalk hit, injured by car,” page 5 (Jan. 3, 2020), at https://www.scarsdaleenews.com/eedition/page-i/page_f0e2accident63dc-0dce-52ba-98e5-d0d4f0514812.html. See also Scarsdale10583.com, “Pedestrian Hit on Fenimore Road” (Oct. 23, 2017) (“An 84 year-old Ridgecrest West man was hit by a car when he was traversing Fenimore Road at 9:43 am on Thursday October 19. He was crossing Fenimore Road at Brewster Road, going from the south side to the north side of the street. He was in the crosswalk when he was hit by a 2015 Mercedes Benz driven by a 74 year-old woman from Fox Meadow.”), at http://scarsdale10583.com/about-joomla/shout-it-out/6478-pedestrian-hit-on-fenimore-road; and Scarsdale10583.com,
also causing serious injury. Pedestrians experience difficulty while attempting to cross what has become a major east-west corridor\textsuperscript{58} that bisects Scarsdale from the from Post Road to the east, and Hartsdale Village, the Bronx River Parkway, Fox Meadow Road and Walworth Avenue to the west. As for motorists attempting to access Fenimore, it is difficult to make a turn in either direction from Brewster Road, Brite Avenue, and other side streets because of the volume of traffic on Fenimore. A mid-road crosswalk and stationary pedestrian crossing signage on Fenimore Road has done little to calm traffic on Fenimore, similar to the failure to tame speeding on Popham, Crane, Post, Fox Meadow and Walworth, to name just a few of the roads characterized by lengthy corridor segments between signals and signage.

Fenimore Road traffic backs up in both directions during rush hours, as reported to the Committee by residents. During morning rush hours it backs up as much as three blocks eastbound from Brewster Road to Post Road. In the evening, queuing commuter traffic backs up from the Hartsdale Train station east to Oak Way, and sometimes as far as Brewster Road. Truck traffic is also heavy on Fenimore Road eastbound from Hartsdale Avenue all the way to Post Road, and then north through to White Plains or south onto Mamaroneck Road. The Hartsdale train station is another source of traffic flowing through Scarsdale arteries and side streets.

**Heathcote Sidewalk**

The Committee was advised by residents that a heavily used walking path from Quentin Road to Wynmor Road over the Heathcote Bypass is in disrepair and presents a hazard to pedestrians. The walkway is described as a major pathway used daily by Heathcote elementary school parents and children, and residents walking to nearby shopping areas. It was reported that children have been injured walking, biking and scootering, and that strollers cannot be used safely for younger children. Aside from the crumbling and potholed surface, the walkway is impassable in winter when snow and ice collect, and there is invasive poison ivy growing along the path.

**Griffen Road at Mamaroneck Avenue**

The Committee was advised by a resident that the left turn from Griffen Road onto northbound Mamaroneck Road is so hazardous that dozens of vehicles back up on Griffen at peak traffic periods, such as the early morning and later afternoon hours. It was suggested that, if feasible, a 3-way stop or signal might alleviate the problem.

**Morris Lane-Richbell Road**

The Committee was advised by a resident that hazardous sight line impediments exist at the Morris Lane, Richbell Road intersection which are compounded by speeding on Morris. It was suggested that a 3-way stop would calm traffic and enable motorists to make turns onto or exiting Richbell without difficulty.

\textsuperscript{58} A lower speed limit is a factor to consider to mitigate pedestrian-involved crosswalk accidents.

\textsuperscript{58} "16-Year-Old Girl Hit on Fenimore Road" (Sept. 17, 2012) (Walworth Avenue intersection), at http://scarsdale10583.com/about-joomla/todays-news/2708-16-year-old-girl-hit-on-fenimore-road.
The Committee was advised by a resident that since Weaver Street was repaved, removal of a southbound left turn access lane to the Hutchinson Parkway has caused significant backups on Weaver Street southbound at the intersection of Stratton Road. Residents also observed that a crosswalk at that busy intersection was eliminated. An additional cause of the queuing and gridlock along the southbound lane of Weaver may be the bus stop located at the north corner of Weaver and Stratton. This situation was covered in the 2016 TRC Engineering Traffic and Pedestrian Report which included potential solutions:

“At the intersection of Weaver Street and Stratton Road it appears that a left-turn storage lane may possibly be able to be installed on the northbound Weaver Street approach. The left turn lane would be narrow and relatively short. Another possibility is to provide a left-turn advance signal phase, however, this would require modifications to the traffic signal. Either modification would require approval from the New York State Department of Transportation (NYSDOT).”

**POTENTIAL IMPACT FROM DEVELOPMENT**

This Report would not be complete without a reference to potential development projects. The lingering subject of “traffic in Scarsdale” has been identified many times over the years, often in connection with discussions about proposed development.

**2010 Update to the Comprehensive Plan**

One particular decade-old planning document, the Update to the Village Center Component of the Comprehensive Plan, is cited for good reason – it is the quintessential primer for strategies to manage potential development. One of the six major goals of the 2010 Village Center Plan is explicit about what is meant by improving “circulation” in Scarsdale:

> “Goal 2: Attend to traffic congestion, and enhance walk-ability and pedestrian safety and amenities. Maintain an acceptable level of parking availability.” (emphasis added)

Calls for reduced traffic congestion, increased walk-ability, and parking have been constants throughout the development of this plan (and indeed have been abiding concerns for decades). As a business district, the Village Center is a magnet for both pedestrians (shoppers, train commuters, etc.) and automobiles, particularly during the morning and evening rush hours, when both pedestrians and vehicles are present in great volumes and close proximity. During these periods, however, traffic speeds are naturally kept at a snail’s pace, and the Village

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stations a police officer and patrol car on East Parkway to manage flow and enforce pedestrian right-of-way laws.

**Pedestrian safety and traffic incidents are a concern, particularly during prime lunch and shopping hours when there is less commuter traffic, more “non-destination” traffic, and drivers are focused on a search for parking spaces.** Thus pedestrian safety and traffic are major concerns throughout the Village Center. This is especially true near the Popham Road Bridge and the East Parkway / Scarsdale Avenue intersection. The Crane Road exit off of the Bronx River Parkway empties onto East Parkway, and Popham Road, being one of the few east-west through roads in lower Westchester, brings a large amount of through or “non-destination” traffic through the Village. Pedestrian-vehicle accidents occur in this area which may be due to unconventional crossing configurations, and the general volume of traffic.

**A combination of strategies is called for.** First, new development should not contribute substantially to rush hour traffic flows. Congestion at these times already impairs the convenience of moving to and throughout the Village Center. Large office buildings, for example, would bring a crush of cars and workers into the Village at these times, and should not be allowed. Allowable uses should be local-serving in nature and not serve as regional destinations. The existing zoning controls for this to a great degree, by limiting the range of allowable uses and the floor area of those uses, which should hew to these well-conceived guidelines. Certain exceptions to this rule may apply. For example, a small-scale concert hall or cultural use may in fact be a destination, but would likely bring visitors primarily during evening hours or on weekends. (emphasis added)

**The second strategy is to slow traffic speeds.** This can be accomplished by a number of traffic calming devices and streetscape techniques, along the lines of what the Village has already employed. Better defined walkways and signage, speed humps, and other traffic calming measures should be incorporated into the site design of any new development. The feasibility of additional traffic calming measures, including stationing a police officer and patrol car at other dangerous intersections (such as at Popham Road and East Parkway or Popham Road and Chase Road) should be investigated. (emphasis added)

**Reducing traffic flows and speeds would certainly increase walk-ability and pedestrian safety, and these strategies can be supplemented by enhancing the streetscape.** While most of the Village Center is pedestrian friendly and visually appealing, some areas are less attractive to walkers. This includes the western Popham Road, where pedestrians are not buffered from the roadway by trees or plantings, and where there are few benches or places to rest. The pleasant and safe character that exists at the core of the Village Center should be extended outward to these areas. **Street trees and landscaping recently completed on East Parkway and planned for lower Popham Road (along with the bridge replacement), will make the roads seems less like highways and more like village streets, naturally slowing traffic speeds.** (emphasis added)

**Pedestrian arcades are vital and appreciated connections.** The pedestrian arcades between the East Parkway and Harwood buildings serve as shortcuts within the shopping district, connect parking spaces to busy retail areas, and provide unique pedestrian-only spaces. A planned extension of the southbound railroad platform under the new Popham Road Bridge
(mirroring the northbound platform) will better connect the parking areas at Freightway to the railroad station, minimizing pedestrian-vehicle conflicts on Popham Road. Additionally, participants in this planning process almost universally called for an arcade through the Spencer/Christie block in order to reinforce pedestrian activity and enhance connections between parking and retail.”

(emphasis added)

The 2010 Village Center Plan was not only crystal clear about how to prioritize and accomplish the dual goal of calming traffic and prioritizing pedestrian safety, but prescient that these goals would be of abiding interest to a Village still seeking to attain them ten years later.

**Recent Proposed Development**

The Goals and Objectives section of the 2017 Request for Proposals - Freightway Site Redevelopment Study requests of developers the identification, but not solutions, of “potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study.”

Fast forward to the more recent June 2019 RFP, which treats aspirational goals about traffic in the Village Center and beyond under such general headings as: “3. How the Proposed Project provides and encourages thoughtful, efficient, and safe pedestrian and vehicular circulation.”

The 2018 Freightway Study focused appropriately on identification of traffic problems, identifying the potential of the Popham Road bridge project to address congestion:

“**Problematic Intersections**

Popham Road handles significant east-west vehicular traffic. The intersections at Garth Road and at Scarsdale Avenue have both been described by the Police Chief and by residents as problematic. This can be attributed to the heavy volume of cars during peak periods, the short queuing area for turns, the wide crossing distance for pedestrians, and the slightly irregular geometries of the intersection. However, both intersections were rebuilt as part of the Garth Road bridge reconstruction project in 2012 and greatly improved both vehicle and pedestrian movement.”

The 2018 Freightway Study anticipated the likely disruptions to already challenging traffic:

62 Request for Proposals - Freightway Site Redevelopment Study, page 3 (Feb. 2017) ("Scope of Work #5, Develop Goals and Objectives: Based on the land use analysis and community engagement results, develop goals and parameters for the development of the site. Provide graphic and/or visual analysis as necessary to assist in the assessment of the various goals. For each goal, identify potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study."), at https://www.scarsdale.com/DocumentCenter/View/1581/Freightway-Study-RFP-2017.


"Transportation Issues
Congestion during peak commuting hours
Congestion at the site and along adjacent roads was an ongoing concern expressed by commuters, merchants and adjacent residents during outreach conducted for this study. The single point of egress from the site at Freightway and Garth Road leads to congestion in the evening peak hours, and the rush of vehicles and sporadic traffic flow leads to problematic conflicts between motorists and pedestrians. This congestion is largely limited to evening peak periods. The recently improved roadways generally function at acceptable levels during the rest of the service day. Popham Road is an important east/west route in Scarsdale, and its intersections with Garth Road and Scarsdale Avenue receive high vehicle volumes. Commuters also all exit the train at the same time, and thus all reach their parked vehicles in close succession. The Freightway/Garth Road intersection is very close to Popham Road (less than 200 feet), so any congestion at that intersection directly affects egress from the Freightway site and vice versa. Access to the site during the morning commute does not seem to be as big of an issue as the evening commute because there is an additional entry-only access point at the Beatty Lot and the traffic tends to be staggered across a longer time period."

The Freightway Study also envisioned “improved vehicular and pedestrian circulation,” suggesting novel corridors that would provide access to Scarsdale Avenue and to and from the site. The site plan description does not explain how the proposed project would accomplish these goals in the context of existing traffic problems, nor does it propose specifically how traffic calming would be achieved based on any projected impacts as required in the 2019 RFP, where developers were required, to “clearly describe the ways in which the Proposed Project benefits the Village of Scarsdale, including: new or improved physical and visual connections to Scarsdale Avenue, the Village Center, Popham Road, and Garth Road”.

“Narrative and illustrations describing and demonstrating the Proposed Project’s physical connections to and visual relationship with Garth Road, Popham Road, Scarsdale Avenue, and the Village Center;

Narrative and illustrations describing the proposed pedestrian and vehicular circulation for the Project Site’s various road users, including: commuters; project residents; project merchants/tenants; project shoppers/patrons; public and visitors. Circulation for pick-up and dropoff at

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66 2018 Freightway Study, Principle 1: Improve Parking and Circulation, page 50 ("1.4 Encourage creation of new connections to Scarsdale Avenue to improve vehicular and pedestrian circulation. Congestion in/out of the garage is heavy during the peak commuting hours. Opportunities to improve vehicular and pedestrian access and egress from the site should be considered as part of a new development. One possibility to alleviate congestion could be the development of a vehicular ramp from the site over the Metro-North railroad tracks to Scarsdale Avenue, while maintaining pedestrian safety and access to and across the site."). See also, 2018 Freightway Study, Principle 2: Ensure that public benefits are achieved by any development, page 51 ("2.2 Encourage other public benefits. It is recognized that developing the underutilized site has the potential to positively impact the community in a variety of ways. Some of the public benefits that can be encouraged as part of a redevelopment include:

- Providing a new connection to Scarsdale Avenue (across tracks) . . .

the train station, if any, and building service and loading should also be described and illustrated. . ."68

Freightway material on the Village website promotes the transit-oriented aspirations of potential redevelopment, and cites TOD “principles”:

“Transit-Oriented Development (TOD)
TODs are featured by our neighbors and in countless communities throughout the country to enhance vibrancy, livability, walkability, and sustainability near public transportation hubs.
Is this right for Scarsdale?
WALK | Develop neighborhoods that promote walking
CYCLE | Prioritize non-motorized transport networks
CONNECT | Create dense networks of streets and paths
TRANSIT | Locate development near high-quality public transport
MIX | Plan for mixed use
DENSIFY | Optimize density and transit capacity
COMPACT | Create regions with short commutes
SHIFT | Increase mobility by regulating parking and road use”69

While the promotional material asserts that “Many TOD features align with Scarsdale Goals” it begs the question about how the integration of any of these goals will impact Scarsdale’s perennial traffic issues. The Freightway Site FAQ acknowledges these problems but merely hints that there should be a comprehensive, independent evaluation. The Committee recommends that this should be done by independent consultants as soon as possible:

“FAQ 13. ISN’T THERE TOO MUCH TRAFFIC IN THE VILLAGE CENTER ALREADY?
• Traffic can certainly be heavy, particularly as trains arrive in Scarsdale during the evening rush hour. Redevelopment of the Freightway Site is expected to improve vehicular circulation at the Freightway Site compared to the existing conditions.
• Evaluating on and off-site impacts to traffic circulation is a consideration when selecting a developer and during negotiations and will also be an important component of the environmental review process.”70

Traffic circulation in the Village Center and in other areas of the Village, as has been discussed in this Report, is often congested and characterized by heavy volume, not just during the evening rush hour and not limited to the proposed Freightway site on Garth Road. Long-term solutions to many of the most persistent traffic problems have yet to be found, even after implementation of some recent improvements to signals and signage. That is why the forecast in Freightway FAQ 11, that “some inconvenience” is expected to be “inevitable in order to redevelop the site,” is as unambiguous as it is misleading. It is highly likely that everyone near the vicinity of the site will “want to avoid the Village Center during construction.”

The likely disruption to the public of any Village Center development including traffic flow and parking during construction, such has been proposed at Freightway as well as by Scarsdale Improvement Corporation at 30 Popham Road and 1 Spencer Place, could be significant and extensive in terms of the wide area affected, the lengthy period of construction, and possible delays over perhaps more than a year's duration. The Popham Road bridge and Christie Place renovation projects provide examples of such disruption. Similarly, a reduction in existing on-street parking during any development activity is likely to create additional negative impacts on traffic circulation in the Village Center and adjacent residential streets.

CONCLUSION

To be sure, the Committee does not purport to know precisely how to accomplish any of these goals, which are matters left to the Village Board and Manager’s office, the Village Traffic Committee, and independent traffic consultants. The Committee’s Report presents an informed perspective of the lived experience on Scarsdale’s roadways and walkways. Consistent with Scarsdale Forum mission objectives, the focus is to provide “a platform for meaningful community dialogue about municipal, school and related civic affairs” . . . submit our “feedback and recommendations to elected public officials, Village government and the Scarsdale School District for further consideration and action. . . .” and “help residents to become more involved in and empowered to contribute to civic life as part of a collaborative, inclusive community where all opinions, ideas and friendships are valued.”

The threshold question the Committee poses remains to be answered: How will unresolved traffic conditions throughout the Village be fixed? With or without new development, Scarsdale needs a comprehensive, effective strategy to solve its decades-old traffic and traffic management issues.

71 Id., “FAQ 11. I LIVE/WORK/SHOP/COMMUTE NEAR THE SITE. AM I GOING TO WANT TO AVOID THE VILLAGE CENTER DURING CONSTRUCTION?”
For all the above reasons, the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary, and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

Respectfully submitted by the Members of the Scarsdale Forum Municipal Services Committee:

Madelaine Eppenstein, Chair
John Bensche
Alan Bey
Linda Blair
Jordan Copeland
Susan Upton Douglass
Kay Eisenman
Dara Gruenberg
Darlene LeFrancois Haber
Robert Harrison
Terri Harrison
Mark Lewis
Eli Mattioli
Steve Pass
Roger Pellegrini
ML Perlman
Gregory Soldatenko
EXHIBIT A

SCARSDALE VILLAGE

MEMORANDUM ON 25 MPH AREA SPEED LIMIT LEGISLATION
VILLAGE OF SCARSDALE

October 04, 2019

Sarah Bell
President, Scarsdale Neighborhood Associations

RE: NYS 25 mph Legislation

Dear Ms. Bell,

I recently met with Greg Schwend, Drake Edgewood Neighborhood Association President, Camille Roche, and Kima Schwend to discuss a variety of topics related to community traffic safety, broadly defined so as to be clear on the need to prioritize safety for all users, including pedestrians and bicyclists.

One of the more time-sensitive matters we discussed was legislation introduced to the New York State Assembly by Amy Paulin. If passed, the legislation would authorize cities, villages, and towns in New York to post an Area Speed Limit (community-wide speed limit) of not less than 25 mph. Current state law mandates that the Village of Scarsdale have a default Area Speed Limit of not less than 30 mph. Not only does there appear to be broad public support for amending the law to authorize the lower Area Speed Limit, but there are abundant and well-documented public safety benefits that can be realized by reducing the posted speed limit to 25 mph. The New York State Assembly will likely consider the legislation in Q1, 2020.

As added background, I have provided herewith a copy of a staff memo I prepared for Village Manager Pappalardo, seeking authority to proceed with an effort to cultivate public awareness and support for the pending 25 mph legislation; the memo was also shared with the Village Board. As you may be aware, the Village Board will consider at their Regular Meeting on Monday, October 07, a resolution in support of the legislation. In conveying this information to Mr. Schwend and Ms. Roche, asking of their interest in introducing the topic to SNAP, it was suggested that I attend the next SNAP meeting for that purpose. However, it happens to be the same night as Monday’s Village Board meeting, so I am unable to attend. I would be honored to attend a future meeting to have a discussion on the topic, though.

In the interim, Greg and Camille felt it would be a good idea for me to transmit information to you for SNAP to review and consider at its next meeting, which I am pleased to do at this time.

Please feel free to call or email with any follow-up questions; my direct line is (914) 722-1108.

Cheers,

Robert Cole
Deputy Village Manager
Memorandum
Village Manager’s Office

To: Stephen M. Pappalardo, Village Manager
From: Robert Cole, Deputy Village Manager
Date: September 23, 2019
Re: 25 mph Area Speed Limit Legislation

This memo requests your approval to initiate advocacy in support of NYS legislation seeking to authorize the Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets. At present, 30 mph is the lowest such Area Speed Limit the Village may legally establish; however, there is a compelling rationale for lowering the Area Speed Limit.

Assemblywoman Amy Paulin has recently introduced two bills, A08600 and A08599, in support of local authority to post or establish a 25 mph Area Speed Limit. The first one makes 25 mph the default Area Speed Limit in New York, while the second maintains the 30 mph default speed limit, but authorizes local elected bodies to decrease it to 25 mph. Existing exceptions of speed limits lower than 30 mph, such as school zones, would remain in effect and available as authorized local decisions.

Pending your approval, staff will engage in legislative advocacy to garner support for the proposed legislation from other municipalities and Westchester County, as well as from government-oriented associations, including the New York City/County Management Association (NYCMA), New York Conference of Mayors, and New York Association of Counties. The NYCMA Board of Directors, of which I am a member, recently discussed the matter and pledged the Association’s full support; member communities have long-expressed frustration with the 30 mph mandate. A local public education and outreach effort is also needed to support passage of the legislation, an initiative that would benefit from collaboration with the Advisory Committee on Communications.

Importantly, while this memo is focused on one important dimension of local traffic safety and associated community quality of life concerns, it should also be noted that staff are working on a parallel track to develop a framework for transitioning away from ad-hoc, complaint-driven traffic safety investigations and toward a more deliberate approach to enhancing the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicyclist activity.

The balance of this memo conveys additional background, including justification for amending NYS law such that Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets.
30 mph v 25 mph: What’s the Difference?

The following data and key observations underscore the need to change NYS law:

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of fatality was approximately 3.26 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;¹

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of debilitating injury was approximately 1.28 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;²

- New York is the only state in the United States that mandates a maximum speed in urbanized residential neighborhoods of not less than 30 mph – all the rest are 25 mph or less;³

- New York is one of only five states comprising 43% of all pedestrian deaths, nationally;⁴

- The NYSDOT reports that 88% of pedestrian-involved accidents in New York occur in urbanized areas, such as Scarsdale, and 17% of such accidents are either fatal or incapacitating;⁵

- Outside of New York City, the NYSDOT reports that Westchester County experiences the second most pedestrian-involved accidents in the state of New York;⁶

- Although Chapter 25.6.1 of the NYSDOT Highway Design Manual characterizes neighborhood streets as “Category I Facilities,” for which the intended or desired vehicle operating speed is in the range of 15 mph to less than 25 mph, NYS law inexplicably mandates a speed limit of not less than 30 mph in such areas.⁷

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² United States Department of Transportation, Literature Review on Vehicle Travel Speeds and Pedestrian Injury.


⁶ Ibid., page 18.

The difference between 30 mph and 25 mph is significant, and there is a clear and compelling public safety-oriented rationale for amending NYS law, as proposed.

**New York State Law: An Overview of the 30 mph Minimum Posted Speed Limit Mandate**

The New York State Vehicle and Traffic Law (VAT) mandates a minimum 30 mph Area Speed Limit for Villages and Cities. The New York State Vehicle and Traffic Law (VAT) mandates a minimum 30 mph Area Speed Limit for Villages and Cities. Establishing a 25 mph Area Speed Limit requires NYS legislative approval, which staff has been advised is rarely granted; it’s a political process that heavily favors the status quo. While there are limited as-of-right exceptions to the 30 mph mandate, such as local authority to designate a 25 mph Linear Speed Limit along a particular roadway segment, as well as to establish school zone speed limits of not lower than 15 mph, both the establishment of an 25 mph Area Speed Limit and any work-around involving a series of Linear Speed Limit designations to effectuate a 25 mph Area Speed Limit are both prohibited by NYS statute.

On the question of designating multiple Linear Speed Limits as a work-around to achieve a 25 mph Area Speed Limit, Opinion 98-23 issued by the New York State Comptroller includes the finding that “. . . a village may not, under the guise of imposing linear 25 m.p.h. speed limits on several neighboring designated highways, avoid the prohibition against imposing such a speed limit on an area basis.” At the same time, the guidance observes that the VAT “. . . does not indicate any particular percentage or number of highways which may be designated at twenty-five m.p.h.” Thus, legal compliance is impossible to affirmatively determine because neither the Opinion nor the statute provide guidance on the threshold beyond which multiple Linear Speed Limit designations become a prohibited Area Speed Limit.

Laws should not be written in such a manner that compliance cannot be affirmatively determined.

Additionally, the VAT varies the minimum speed limit a local government entity is authorized to establish based on its type of political subdivision, rather than upon traditional traffic engineering and land use characteristics that should control such decisions. To illustrate, while villages and cities not otherwise granted a legislative exception to the law must maintain a maximum Area Speed Limit of not less than 30 mph, state highways and Indian reservations are authorized, as-of-right, to establish maximum speeds of not less than 25 mph, and the same holds true for county roads and town highways.

The establishment of speed limit regulations should not be based on whether a unit of local government is a village, city, town, county, state, or Indian reservation.

*All* New York residents and the traveling public are entitled to the public safety and quality of life benefits associated with their local government having the as-of-right authority to establish a maximum Area Speed Limit of not less than 25 mph, where conditions warrant. This is acutely

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important in urbanized areas where pedestrian conflicts are common. By way of added background, the primary reason for the 30 mph standard is reportedly to maintain speed limit consistency throughout New York State so as to avoid driver confusion – an explanation lacking face validity, particularly given the prevalence of authorized exceptions to the 30 mph mandate and discrepancies in the manner that varying forms of local governments are treated under the VAT.

The nature of the places New Yorkers live, work, and play sharply varies along a continuum of highly urban to rural development patterns. While a 30 mph or higher speed limit may be appropriate in certain rural communities, it is unambiguously inappropriate for neighborhoods and commerce centers in communities similar to Scarsdale. The VAT should provide as-of-right local authority to post an Area Speed Limit of 25 mph, as determined necessary and appropriate by local officials familiar with their community’s needs.

Traffic Safety Committee Consideration

As you know, the Village of Scarsdale Traffic Safety Committee (TSC), comprised of public safety, public works and engineering, and Village Manager’s office personnel, is charged with receiving and evaluating traffic safety-related service requests and community concerns. The TSC was asked to consider whether a 25 mph Area Speed Limit is appropriate for Scarsdale, having concluded that a 25 mph Area Speed Limit supports improved traffic safety and is appropriate for Scarsdale’s residential neighborhoods and other areas of elevated pedestrian activity, such as the Village Center.

As added background, one of the more common requests that the Traffic Safety Committee receives is for stop sign installation. On occasion, Village staff determines that a new stop sign is warranted; however, in view of there being few significant changes in traffic volumes, accident frequency, or roadway geometry over time, it is more likely that a new stop sign is not warranted. Rather, visual obstructions and here-to-corner parking problems are more frequently found to contribute to unsafe conditions, as they interfere with necessary lines of sight at the subject intersections. Once such visual obstructions are remedied, drivers exhibiting ordinary caution can safely navigate most intersections brought to the TSC’s attention.

Of note, there is a common public misconception that stops signs help to control speed, and further, that their deployment invariably improves safety.

Concerns about neighborhood speeding underlie virtually every stop sign request received. However, the Manual for Uniform Traffic Safety Control Devices (MUTCD) indicates that stop signs are not to be used for speed control. Stop sign deployment in locations where the established warrants have not been met cultivates unintended consequences, such as decreased compliance with the requirement for a full stop, an increase in speeding between stop signs, excess noise and pollution associated with

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start and stop traffic, and diversion of traffic to other neighborhood streets.\textsuperscript{11,12} Thus, while seemingly an intuitive speed management tool, research indicates that not only do stop signs fail to reduce the incidence speeding, but when deployed inappropriately they cause new and/or increased traffic safety and community quality of life problems.\textsuperscript{13}

Proactively setting appropriate speed limits, deploying context-sensitive traffic calming measures, and providing supplemental enforcement, where needed, are all appropriate methods for reducing vehicle speeds in residential and other areas with elevated pedestrian activity. While a variety of traffic calming measures may play critical roles in providing for neighborhood traffic safety, this memo focuses on a single, yet critical, element of the discussion: The NYS-mandated minimum 30 mph speed limit. Residents coming in contact with the Village’s Traffic Safety Committee have often suggested implementation of a 25 mph speed limit, not knowing that NYS law precludes the Village from doing so; the proposed initiative intends to correct that.

The Traffic Safety Committee agrees with Scarsdale residents expressing safety and neighborhood quality of life concerns in connection with vehicle travel speed in residential areas; vehicles may be moving too fast through some neighborhoods, despite the vast majority of drivers being in compliance with the posted 30 mph speed limit. A vehicle moving at the posted speed limit of 30 mph in a residential neighborhood not only conveys the perception of a speeding vehicle, but is, in fact, moving at a speed inappropriate for many Scarsdale neighborhood settings. Reportedly, at least one previous regionally-supported legislative initiative targeting the 30 mph minimum speed failed to garner support in Albany. However, with the more recent focus on pedestrian safety regionally, statewide, and even nationally, there is reason to believe that a renewed effort may be successful – abundant data supports the need to better support neighborhood safety and quality of life though implementation of a reduced Area Speed Limit.

Summary

The NYS Vehicle and Traffic Law should be amended to provide as-of-right authority for all political subdivisions in the state to implement an Area Speed Limit of not less than 25 mph.

\textsuperscript{12} There are abundant technical documents, agency FAQ’s, and peer reviewed literature supporting the finding that the deployment of stop signs in contradiction to the MUTCD standards and guidance results in myriad unintended consequences that run contrary to the goal of enhanced neighborhood traffic safety and improved quality of life. The Fort Collins example was selected simply on the basis of its concise summary of the relevant body of knowledge on the topic, not because it is particularly authoritative.
\textsuperscript{13} Residents have, from time-to-time, cited Eastchester of an example of abundant stop signs serving to support neighborhood traffic safety and quality of life goals. However, a staff comparison of traffic accident data available from \url{https://www.itsmr.org/TSSR/} revealed that Eastchester experiences roughly 42.8% more traffic accidents than Scarsdale on an absolute basis, 2.89 times more accidents per square mile of land area, and 25% more accidents on a per 1,000 residents basis. Data limitations in the comparison include having assumed the anecdotal observation that Eastchester exhibits higher stop sign density than Scarsdale is true, as well as the choice not to evaluate other variables potentially influencing crash rates. Despite such limitations, however, crash rate differences of the observed magnitude suggest meaningful differences in favor of Scarsdale’s approach to traffic safety when compared to Eastchester’s.
The 30 mph mandate is little more than an artifact of the days when traffic controls served primarily one purpose: To move as many cars as quickly as possible from one destination to another. Scarsdale streets need to be safe for all users, regardless of age, ability, or mode choice.

Pending your direction, staff will initiate a legislative advocacy initiative in support of the legislation introduced by Assemblywoman Amy Paulin, coordinating associated activities with various government and government-oriented partners to maximize our influence in Albany.
EXHIBIT B

SCARSDALE PEDESTRIAN-INVOLVED ACCIDENTS

2010 THROUGH 2019
Pedestrian-Involved Accidents
2010 through 2019
(Average: 10.6 ; Median 10.5)
January 22, 2020

SCARSDALE FORUM INC.

THIS REPORT HAS BEEN PREPARED UNDER EXPEDITIOUS TREATMENT PROCEDURE OF SCARSDALE FORUM INC. BY THE COMMITTEE WHOSE MEMBERS’ NAMES APPEAR BELOW. IT HAS BEEN APPROVED BY THE EXECUTIVE COMMITTEE OF THE FORUM AND AUTHORIZED FOR RELEASE TO THE PUBLIC, BUT IT HAS NOT YET BEEN SUBMITTED TO THE FORUM MEMBERS FOR THEIR APPROVAL.

Report of the Municipal Services Committee
On
Update to Scarsdale Forum 2015 and 2018 Traffic Reports

The Scarsdale Forum Inc. Municipal Services Committee (the “Committee”) proposes the following resolution for adoption by the Scarsdale Forum:

RESOLVED, that the Report of the Committee recommending that the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary; and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

SUMMARY

This Report is a follow up to two prior Scarsdale Forum Committee Reports, issued in 2015 and 2018, in accordance with the Committee’s authority under Scarsdale Forum By-Laws Art. VI.6.1(g): “to monitor action on and response to their reports. . .by the governmental organizations or private agencies to which such reports have been forwarded.”¹ In 2019, Scarsdale Forum reached out to its membership and to the wider public on social media for additional input from Scarsdale residents about their concerns about traffic safety on Village roads. Those public responses are reflected in this Report.

The Committee acknowledges that there have been many new traffic calming measures implemented by the Village since publication of the earlier Reports. More signals and signage alone, however, appear not to have incentivize better, safer, more compliant behavior by roadway users, and not just in the Village Center. For just one example, green signal arrows that were intended to ease traffic flow have instead encouraged motorists to advance into intersections that are already gridlocked, adding to queuing when the signals cycle to red. Traffic backed up on East Parkway does not prevent traffic turning from both directions on Popham Road from “blocking the box.” Stop signs do not appear to incentivize motorists to make an actual full stop as required, even when pedestrians are waiting to cross the street. Pedestrians do not always use crosswalks, and cyclists do not always adhere to the rules of the road.

Many infractions are so persistent and cause so many impediments to traffic flow and pedestrian safety, for example speeding, texting while driving, failure to yield to pedestrians especially while they are still in crosswalks, illegal U-turns, failure to actually stop at stop signs and the rolling “stop,” and acceleration to beat red signals, that more active enforcement at numerous locations and a zero tolerance policy should be considered. The Committee also acknowledges, as did Village consultants, that enforcement cannot be expected to be present 24/7, but notes that one consultant suggested “the Village should consider diligent enforcement of vehicular and pedestrian traffic regulation to further reinforce the necessity of adhering to proper traffic safety practices.”

It is possible that traffic cameras and flashing speed violation radar signals may be needed at more than a few locations to incentivize motorists not to block the box, not to run red lights, and not to speed over the posted limits. Failure to yield to pedestrians, cyclists and waiting school buses would require other kinds of intervention and enforcement. Ultimately, it is important for the public to practice safety on the roads as a shared responsibility of all users.

To be sure, studies support the notion that changing public attitudes about safety on the roads over time lead to an appropriate response from government:

“Forty years ago, the public tolerated impaired driving and didn’t recognize the importance of seat belts in traffic safety. Through the concerted efforts of ordinary people and organizations such as Mothers Against Drunk Driving (MADD), assisted by DOT and other stakeholders, the culture changed. Impaired driving is no longer tolerated by the public and today, the vast majority of drivers use seat belts and child safety seats. Similar joint efforts are now changing the public’s acceptance of distracted driving. It is now time to address the issue of speeding and work to increase the public’s understanding of the dangers of speeding and the importance of complying with appropriately set posted speed limits.”

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4 National Highway Traffic Safety Administration, Federal Highway Administration, & Federal Motor Carrier Safety...
For safe Village streets to become a reality, risky motorist behavior needs to be addressed beginning with curbing the culture of speeding. All roads are involved. Side streets are frequently used for the purpose of bypassing the signaled roadways. Indeed, GPS apps such as Waze and Google Maps route drivers through these side streets. According to feedback to the Committee from residents, speeding is routine on bypass routes such as Autenrieth Road, a Village Center connector between the heavily traveled east-west corridors of Crane and Popham Roads; Foxhall and Brookby Roads in Heathcote, quiet residential side streets used to bypass the 5-Corners intersection; and Brewster Road where parents drop off and pick up their children at the Greenacres school, while other motorists attempting to avoid Fenimore Road gridlock create more problems negotiating around the dropoff/pick-up activity at the school. The Village Hall parking lot has also become a convenient bypass route for motorists in a hurry, connecting Crane and Popham Roads.

Incidents and conditions listed here are not intended to be an exhaustive study of all traffic problems that exist in Scarsdale. Other traffic issues may be found in the Committee’s two prior comprehensive reports. Instead, the purpose of this Report is to provide some practical recommendations about strategies to calm traffic, to identify some of the more troublesome hot spots, and to recommend that Village budget allocations be increased accordingly to improve conditions on Scarsdale’s 79 miles of roads and 25 miles of walkways.\(^5\)

Above all, the Committee continues to recommend that improving the motorist, pedestrian and cyclist experience and public safety in this increasingly vehicle-centric environment should remain a Village priority.

**LOWER AREA SPEED LIMIT**

This Committee previously advocated for lower linear speed limits on Scarsdale’s streets. As noted in response to the Committee's 2018 traffic survey, in letters and public comments to the Village Board and the Scarsdale Police Department, and on social media, the community is in favor of the Village addressing speeding, implementing traffic calming methods, and enforcing traffic violations on Village streets that create unsafe conditions and undermine the quality of life in the Village.\(^6\)

The notion that lowering the speed limit to 25 mph would impede the normal and reasonable flow of traffic in the Village is not supportable, when the objective is to promote the

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\(^6\) “In general, high speeds and large speed variation have a negative effect on the level of exhaust emissions, the level of traffic noise, fuel consumption and the quality of life for people living or working near the road [citation omitted].” D. Jomaa, et al., A Comparative Study between Vehicle Activated Signs and Speed Indicator Devices (Transportation Research Procedia, 2017), at [https://doi.org/10.1016/j.trpro.2017.03.017](https://doi.org/10.1016/j.trpro.2017.03.017).
orderly flow of traffic without causing harm. As discussed throughout this Report, speeding appears to be an integral part of road culture, which is why steps should be taken through a variety of strategies to address the problem and restore safety on all Village roads.

**Scarsdale Forum 2018 Traffic Survey Report on Lowering the Village Speed Limit**

The Executive Summary in the Forum’s 2018 Traffic Survey Report encapsulated the mood of the community in support of traffic calming through lowering the 30 mph speed limit:

“The feedback in the Survey represents an inflection point beyond which the wide range of observed and experienced hazards are no longer deemed to be acceptable “norms” by the Scarsdale community. The feedback confirms that the community will no longer tolerate unsafe conditions on Village roads and sidewalks. Survey participants, the majority of whom are Scarsdale residents, unequivocally affirm the community’s collective desire for the Village to find solutions to the impacts of speeding vehicles, distracted or negligent motorists, the lack of sidewalks in many places throughout the Village, in addition to the absence of crosswalks where they should be to assist pedestrians, poor lighting, and other hazards to name just a few of the problems observed along Scarsdale’s residential and business district roads.

The principal recommendation of the Committee is safer streets through traffic calming, reflecting the mandate of the Scarsdale community. The data, collected from over 700 respondents, demonstrate that Scarsdale residents want the Village to make improving pedestrian, cyclist and driver safety a top municipal priority.”

Besides safety and quality of life benefits, lowering the speed limit is consistent with “Complete Streets,” “Vision Zero,” “Road to Zero,” NYSDOT cyclist strategies, and even New York State “Climate Smart Community” goals, which are all discussed below.

**Village Board Support for Proposed Legislation on Lower Area Speed Limit**

In introductory comments at the Village Board meeting on October 7, 2019, Mayor Marc Samwick rolled out Scarsdale’s proactive support for statewide legislation enabling municipalities including Scarsdale to establish a 25 mph speed limit, following Scarsdale Assemblywoman Amy Paulin’s recent introduction of legislation in Albany of two bills that would accomplish that goal:

“Traffic safety is an ongoing priority for the Village. The Traffic Safety Committee is the primary decision-making body for traffic safety, control and calming measures. This Committee consists of technical expertise in traffic engineering and includes: the Village Engineer, members of the Police Department, members of the Department of Public Works and a representative from the Village Manager’s office. The Committee follows well-established guidelines and State mandates to determine measures that are appropriate for the Village.

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Over the years, one of the main frustrations the Village has faced with respect to traffic safety is the state-mandated minimum Village speed limit of 30 mph. The Village has recently requested that our State Assemblywoman, Amy Paulin, introduce and sponsor legislation that would permit villages to establish speed limits as low as 25 mph. Assemblywoman Paulin agreed to sponsor such legislation and quickly introduced two bills onto the Assembly floor.\(^9\) Village staff is seeking support for the proposed legislation from other nearby municipalities, Westchester County and various state associations, including the NY Council of Mayors.

Staff is working diligently on a parallel track to develop a deliberate approach to enhance the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicycle activity.

Traffic concerns may be submitted to the Traffic Safety Committee, to the Village Manager at manager@scarsdale.com or to me at mayor@scarsdale.com. The Manager and I will forward all emails to the Committee for its consideration.\(^{10}\)

The Village Board’s Resolution on lowering the area speed limit is a welcome statement on the safety benefits of this policy,\(^{11}\) commensurate with the residential character of the Village and high levels of vehicular and pedestrian traffic:

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“RESOLUTION RE: EXPRESSING SUPPORT FOR PROPOSED NEW YORK STATE RESOLUTION LEGISLATION AUTHORIZING A 25 MPH AREA SPEED LIMIT

WHEREAS, the State of New York mandates a speed limit of not less than 30 mph be posted on neighborhood streets in cities, villages, and towns; and

WHEREAS, other states provide for a 25 mph speed limit which is more suitable for Scarsdale’s residential neighborhoods and other locations where elevated levels of pedestrian activity are reasonably anticipated, such as the Scarsdale Village Center, which features a busy commuter train station, a variety of local businesses, and abundant residential uses; and
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\(^9\) “2019 Acts to Amend the Vehicle and Traffic Law.” The first bill would allow municipalities the option of setting the speed limit throughout to 25 mph (the current speed limit under Vehicle and Traffic Law §1643 for a city or village and §1662-a for a town is 30 mph), at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08599&term=0&Summary=Y&Memo=Y&Text=Y . The second bill would establish the 25mph limit for all municipalities statewide, at https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=A08600&term=0&Summary=Y&Memo=Y&Text=Y .

\(^{10}\) Scarsdale Village Board Agenda, Mayor’s Comments, PDF pages 4-5 (Oct. 7, 2019) (citations added), at https://www.scarsdale.com/AgendaCenter/ViewFile/Agenda/_10072019-693.

\(^{11}\) See NHTSA Speed Management Program, page 6, at https://www.nhtsa.gov/document/speed-management-program-plan (“While speeding can be considered a national problem, it is clear that effective solutions must be applied locally. In 2011, 87% of speeding-related fatalities occurred on roads that were not interstate highways, as shown in the table below. The speeding-related fatality rate per vehicle mile traveled is highest on local and collector roads where the lowest speed limits are posted, presenting additional problems. Speeding is not just a passenger-vehicle- or motorcycle-related issue. With respect to large trucks, speed is a factor in about 8% of fatal crashes, and large trucks have a speed related component in 4.3% of work zone fatalities.”).
WHEREAS, the difference in public safety outcomes when comparing pedestrian-involved accidents occurring in a 30 mph versus 25 mph speed zone is significant, with the risk of pedestrian fatality reported by the National Highway Traffic Safety Administration to be approximately 3.26 times higher with a 30 mph posted speed limit than with one of 25 mph, as well as a risk of debilitating injury that is roughly 1.28 times higher; and

WHEREAS, a 2018 study released by the Insurance Institute for Highway Safety revealed that decreasing the posted speed limit from 30 mph to 25 mph resulted in 29.3% fewer vehicles exceeding 35 mph by 29.3% (sic, see footnote 13 below), as well as an 8.5% decrease in the incidence of vehicles exceeding 30 mph; and

WHEREAS, in consideration of the public safety benefits of authorizing New York cities, villages, and towns to post an Area Speed Limit of 25 mph, Assemblywoman Amy Paulin has introduced two bills12 to the New York State Assembly, A.08599 and A. 08600 (legislative summaries attached); now, therefore, be it

RESOLVED, that the Scarsdale Board of Trustees finds that the existing public safety justification for New York State to authorize cities, villages, and towns to post an Area Speed Limit of 25 mph is abundantly compelling; and be it further

RESOLVED, that the Board of Trustees hereby concludes that reducing the village-wide speed limit is an efficient, simple solution to advance traffic safety and protect the public health, safety and welfare, and invites all interested parties to support the proposed amendments to the New York State Vehicle and Traffic Law, allowing the Village of Scarsdale and other New York State cities, town and villages, to create an Area Speed Limit of 25 mph.13

Legislative Justification for Lowering the Area Speed Limit

The bills pending in Albany make crystal clear the justification and public safety benefits of lowering the speed limit to 25 mph:

“Research shows that faster driving speeds correlate to more serious injuries and fatalities for pedestrians in the event of an accident. The faster a vehicle is traveling, the less time its driver will have to see a pedestrian in the road and stop and the less time a pedestrian will have to react. According to the AAA Foundation for Traffic Safety, a pedestrian

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struck by a vehicle going 25mph has a 25 percent risk of sustaining a serious or fatal injury, a 50 percent risk at 33mph and a 75 percent risk at 41mph.

A 2018 study released by the Insurance Institute for Highway Safety found that lowering the speed limit by 5 mph on city streets improves safety outcomes for motorists, pedestrians, and bicyclists by reducing the incidence of speeding. The study focused on Boston, which in 2017 lowered its default speed limit on city streets from 30mph to 25mph. Researchers found that after the city lowered its speed limit, the estimated odds of a vehicle exceeding 35mph fell by 29.3 percent. Also, the odds of a vehicle exceeding 30mph fell by 8.5 percent and by 2.9 percent of exceeding 25mph. These reduced speeds will help to curb the city's incidence of serious injuries and fatalities in pedestrian involved accidents.”¹⁴ (emphasis added)

Lowering the speed limit in Scarsdale is of vital importance regardless of whether and when the Legislature in Albany acts, because pedestrian injury severity is a function of speed, and the risk of a fatal injury increases when posted speed changes from 25 mph to 30 mph.¹⁵

Incidents of pedestrian-involved accidents since 2017 in Scarsdale have been increasing at both intersection and non-intersection locations, with three such accidents in 2017, eight accidents in 2017, and 14 accidents in 2018, according to a chart obtained from the Village Manager’s office, attached as Exhibit A.¹⁶ As noted in the Committee’s prior Reports, neighboring communities have lowered both area and linear speed limits to 25 mph. Just recently, the speed limit along the entire length of Ashford Avenue between Ardsley Village and Dobbs Ferry Village was lowered to 25 mph. In the absence of an amendment to current state regulations and consistent with current Village planning, attached as Exhibit B, the Committee recommends that the Village should act now to facilitate lowering the speed limit on linear segments of certain roads, consistent with Scarsdale’s support of the 2019 Acts to Amend the Vehicle and Traffic Law.¹⁷

**School Zone Safety and Traffic Calming**

With so many public, private and religious school facilities throughout the neighborhoods there are bound to be safety issues on the roadways and walkways. Brewster Road between Olmsted Road and Harcourt Road is directly adjacent and in close proximity to the front entrance of Scarsdale High School. Some High School students walk or bicycle to and from the

¹⁴ 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
¹⁵ W.A. Leaf and D.F. Preusser, Literature Review on Vehicle Travel Speeds and Pedestrian Injuries Among Selected Racial/Ethnic Groups (NHTSA, 1999) (“Abstract: The relationship between vehicle travel speeds and resulting pedestrian injury was reviewed in the literature and in existing data sets. Results indicated that higher vehicle speeds are strongly associated with both a greater likelihood of pedestrian crash occurrence and more serious resulting pedestrian injury. It was estimated that only 5 percent of pedestrians would die when struck by a vehicle traveling at 20 miles per hour or less. This compares with fatality rates of 40, 80, and nearly 100 percent for striking speeds of 30, 40, and 50 miles per hour or more respectively.”) (emphasis added), at https://one.nhtsa.gov/people/injury/research/pub/hs809012.html.
¹⁷ See R. Cole to S. Pappalardo, Memorandum Re 25 mph Area Speed Limit Legislation (Sept. 23, 2019) (“Scarsdale streets need to be safe for all users, regardless of age, ability or mode choice,” at page 6).
facility and related facilities, and are required to cross Brewster Road on foot to access these facilities. Unlike the traffic calming signage on Mamaroneck Road adjacent to the Middle School, the Village 15 mph school zone speed limit is not prominently displayed and does not appear to be consistently obeyed, or regularly enforced, along the affected sections of Brewster, Harcourt and Olmsted Roads.\textsuperscript{18}

Passing and speeding occur on that section of Brewster Road, and student dropoff traffic is heavy at various times of the day, suggesting significant steps should be taken to implement traffic calming and gridlock solutions, possibly including crossing guards. Because there are few sidewalks along many neighborhood streets, and no dedicated bicycle lanes, parents are apprehensive about their children who do walk or ride bicycles to school. Dedicated bicycle lanes could be investigated as a way to protect students who bicycle to the High School or the nearby public library on adjacent road segments of Brewster Road, Wayside Lane and Olmsted Road. Traffic volume is exacerbated, moreover, by parents who drive their children to and/or from Village schools. A way to reduce dropoff/pick-up traffic would have the Village work with the School District to increase the bus fleet to provide more services to more students in every neighborhood. Many of these suggestions were made to the Committee by concerned parents.

Brewster Road traffic around the Fox Meadow School is another dropoff/pick-up location, with congestion compounded by student drivers headed back and forth to the High School. Parents have also brought to the attention of the Committee, and in some cases the Village, concerns about speeding near the Edgewood School, and motorists passing stopped school buses.

The High School frontage segment of Brewster Road is also a deer crossing location where deer have been sighted, there is evidence of browsing in adjacent Harwood Park, but no deer crossing signage has been installed that might mitigate speeding in the school zone and contribute to traffic calming.

**STRATEGIES FOR SAFER ROADS**

**Scarsdale Village Consultants’ Reports**

It is generally acknowledged that not all problematic road conditions have been resolved, especially the significant queuing and congestion in the Village Center that was observed and analyzed in independent consultants’ reports commissioned by the Village in 2005 and 2016.\textsuperscript{19} The consultants’ voluminous engineering analysis and suggested solutions in their 2016 report are discussed in more detail below. The Committee recommends that the Village revisit their consultants’ recommendations to determine whether any are applicable to today’s traffic realities and would be helpful in resolving outstanding issues on Scarsdale roads.

\textsuperscript{18} The only road where the Committee could find signage, for the 15 mph school zone speed limit under Local Law §290-54 near Scarsdale High School, is on Wayside Lane from Post Road to Carstensen Road (near the Alternative School facility).


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Complete Streets

A Complete Street is “a roadway planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities.” The emphasis is on all users, whether pedestrians, bicyclists, public transportation riders, or motorists; it encompasses children, the elderly, and persons with disabilities. Complete Street roadway design features include “sidewalks, lane striping, bicycle lanes, paved shoulders suitable for use by bicyclists, signage, crosswalks, pedestrian control signals, bus pull-outs, curb cuts, raised crosswalks, ramps and traffic calming measures.” New York State’s Complete Streets paradigm has been adopted by Westchester County and White Plains, among other municipalities throughout New York State.

Complete Streets infrastructure provides numerous benefits including, not surprisingly, resilience to climate change:

“One of the most visible elements of New York City’s sustainable development agenda has been the transformation of the city’s streets from unwelcoming, traffic-dominated corridors to safer, more attractive public spaces that better accommodate all users. Large arterials have been transformed into “complete streets” with dedicated lanes for bicyclists, landscaped pedestrian islands and more efficient curbside regulations; areas of underutilized roadway have been repurposed as new public spaces; congested bus routes have become higher-speed Select Bus Service; and green infrastructure has been integrated into the streetscape to better manage storm water while enhancing the public realm.”

The New York City Department of Transportation found, in The Economic Benefits of Sustainable Streets, “convincing evidence that improved accessibility and a more welcoming street environment... generate[d] increases in retail sales in the project areas.” Towns and villages across New York State are planning also for safe and convenient modalities of travel in conjunction with the need to adapt to climate change, such as in Kingston, New York:

“Addressing climate change in Kingston can be accomplished through the aggressive implementation of the Complete Streets policy adopted by the Kingston Common Council in 2010. Complete Streets “are comprehensive, integrated roads that provide for safe and convenient travel along and across the street network by all users: walkers, bicyclists, drivers

24 Id., page 7.
of various types of vehicles and riders of public transportation, of all ages and abilities, including children and youth, older adults, and persons with disabilities.

Walking brings health and environmental benefits, reduces traffic congestion, and brings customers to business along the walking routes. Planning that prioritizes pedestrian needs will require a different design from that which prioritizes vehicles. People are more likely to walk in interesting and safe environments that include attractive sidewalks, barriers between pedestrians and other traffic and traffic calming measures.”

The Complete Streets approach not only helps achieve healthy and sustainable transportation systems, but is complementary to and helps fulfill some of objectives of the “Climate Smart and Green Jobs Community Pledge.”

**Vision Zero and Road Zero Programs**

The fundamental approach of Vision Zero is to consider strategies and redesigned infrastructure that make it possible to change aggressive behaviors that undermine safety, and to prevent fatalities on the roads:

“In New York City, 239 people were killed in traffic crashes in 2015. The majority of these crashes happened on arterial roads and were caused by preventable driver behaviors such as speeding and failure to yield the right of way. These behaviors are too often enabled by street design that prioritizes driver speed and convenience, with the safety and experiences of cyclists and pedestrians being an afterthought. A standardized design is needed so that safety can be ensured by default, without relying on education campaigns that may not reach all drivers, or the presence of law enforcement. Once built, these streets are not subject to the shifting winds of politics, and require only standard maintenance to retain their effects.” (emphasis added)

A similar program, Road to Zero, follows a similar strategy: “1. Double Down on What Works, 2. Accelerate Advanced Technology, and 3. Prioritize Safety”

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“These three approaches are essential and interconnected; none of the three will work effectively independent of the others. They are complementary, mutually dependent, and synergistic. (See figure on page 15.) For example, a growing safety culture will foster safe behaviors, such as driving sober and within the speed limit, and create a strong market for advanced safety technologies (including automated vehicles). As people become accustomed to the safety benefits of advanced technology and improved roads, they will become less tolerant of risky behavior and more supportive of the changes needed to build a Safe System. The effect of each change is intertwined with the others and mutually supportive – a “virtuous cycle.”

Core Elements of Vision Zero

The elements of Vision Zero are achievable, and could help prioritize action that is already employed by Scarsdale:

1. **Public, High-Level, and Ongoing Commitment.** The Mayor and key elected officials and leaders within public agencies, including transportation, public health, and police, commit to a goal of eliminating traffic fatalities and serious injuries within a specific timeframe. Leadership across these agencies consistently engages in prioritizing safety via a collaborative working group and other resource-sharing efforts.

2. **Authentic Engagement.** Meaningful and accessible community engagement toward Vision Zero strategy and implementation is employed, with a focus on equity.

3. **Strategic Planning.** A Vision Zero Action Plan is developed, approved, and used to guide work. The Plan includes explicit goals and measurable strategies with clear timelines, and it identifies responsible stakeholders.

4. **Project Delivery.** Decision-makers and system designers advance projects and policies for safe, equitable multi-modal travel by securing funding and implementing projects, prioritizing roadways with the most pressing safety issues.

5. **Complete Streets for All.** Complete Streets concepts are integrated into communitywide plans and implemented through projects to encourage a safe, well-connected transportation network for people using all modes of transportation. This prioritizes safe travel of people over expeditious travel of motor vehicles.

6. **Context-Appropriate Speeds.** Travel speeds are set and managed to achieve safe conditions for the specific roadway context and to protect all roadway users, particularly those most at risk in crashes. Proven speed management policies and practices are prioritized to reach this goal.

Data-driven Approach, Transparency, and Accountability

7. **Equity-Focused Analysis and Programs.** Commitment is made to an equitable approach and outcomes, including prioritizing engagement and investments in traditionally under-served communities and adopting equitable traffic enforcement practices.

30 Id., page 16.
8. Proactive, Systemic Planning. A proactive, systems-based approach to safety is used to identify and address top risk factors and mitigate potential crashes and crash severity.

9. Responsive, Hot Spot Planning. A map of the community’s fatal and serious injury crash locations is developed, regularly updated, and used to guide priority actions and funding.

10. Comprehensive Evaluation and Adjustments. Routine evaluation of the performance of all safety interventions is made public and shared with decision makers to inform priorities, budgets, and updates to the Vision Zero Action Plan.31

The actionable strategies of the Vision Zero program can easily incorporate Complete Streets policies.32 This dual paradigm was implemented in New York City, one of Mayor De Blasio’s signature Vision Zero efforts to eliminate road accidents and fatalities:

“Since 2014, the City has used every tool at its disposal to improve the safety of our streets in every neighborhood and in every borough – with expanded enforcement against dangerous moving violations like speeding and failing to yield to pedestrians, new street designs and configurations to improve safety, broad public outreach and communications, and a sweeping legislative agenda to increase penalties for dangerous drivers and give New York City control over the safety of our own streets.”33

Closer to home, the two bills introduced by Scarsdale’s Assemblywoman Amy Paulin highlight the Vision Zero strides made by New York City that could be emulated in Scarsdale to achieve safer streets:

“In 2014, New York City lowered its speed limit from 30mph to 25mph, as part of a program known as "Vision Zero, aimed at ending all traffic related deaths and serious injuries in the city by 2024. To date, the three years following implementation of the program have been studied and the number of traffic related fatalities declined for these three consecutive years and went down 23 percent overall.”34

Bicycle and Pedestrian Safety: New York State Programs

Without dedicated lanes for bicyclists, and other necessary infrastructure such as sidewalks for pedestrians, these roadway and walkway users will continue to face challenges in Scarsdale. The New York State Department of Transportation has a variety of programs, initiatives and guidance documents that promote Complete Streets strategies and provide a way forward for both bicycle and pedestrian friendly strategies. Safe Routes to School and Walking School Bus are additional initiatives that should be explored:

- “Each of NYSDOT’s 11 geographic regions across the state has a regional bicycle pedestrian coordinator responsible for promoting bicycle and pedestrian programs. NYSDOT also

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33 Vision Zero, N.Y. City, at https://www1.nyc.gov/content/visionzero/pages/
34 2019 Acts to Amend the Vehicle and Traffic Law, footnote 9 above.
maintains a [Bicycling in New York Web page](https://bicyclinginnewyork.org), and is developing a similar page for pedestrians.

- The Transportation Alternatives Program (TAP) Set-Aside provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; Safe Routes to School projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

- In June 2016, Governor Andrew Cuomo announced the first-ever New York State Pedestrian Safety Action Plan. This 5-year multi-agency $110 million initiative takes a three-pronged approach to improving safety. It is being implemented cooperatively by the New York State Department of Transportation focusing on engineering improvements, the State Department of Health conducting public education and awareness campaigns, and the Governor’s Traffic Safety Committee coordinating increased law enforcement.

- The 2010 [NYSDOT Pedestrian and Bicycle Policy](https://www.nysdot.gov/pedestrian-and-bicycle-policy) promotes pedestrian and bicycle travel for everyone on the state transportation system.

- NYSDOT’s [Highway Design and Project Development Manuals](https://www.nysdot.gov/design-and-project-development-manuals) provide guidance for providing safe facilities for pedestrians, bicyclists and transit users. They also include information on how to make these facilities safer by integrating traffic calming, landscape architecture and community design.

- The transportation project design process considers potential project impacts on all transportation system users, including the elderly, people with disabilities, transit users, pedestrians and bicyclists. The [Capital Projects Complete Streets Checklist](https://www.nysdot.gov/capital-projects-complete-streets) is used to help identify needs for Complete Streets design features.

- Section 619 of NYSDOT’s [Standard Specifications](https://www.nysdot.gov/standard-specifications) provides for the safe passage of pedestrians and bicyclists over highways under construction.

NYSDOT has undertaken a comprehensive effort to integrate the requirements of the New York State Smart Growth Public Infrastructure Policy Act. Some criteria of Smart Growth complement the goals of Complete Streets, such as furnishing transportation options other than automobiles, and reducing regional air pollution.

The Complete Streets law includes, but is not limited to, 13 Complete Street design features, all of which are represented in NYSDOT’s design standards: sidewalks, paved shoulders suitable for use by bicyclists, lane striping, bicycle lanes, signage, crosswalks, road diets, pedestrian control signalization, signals and delineation, bus pull-outs, curb cuts, ramps,

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traffic calming measures, and raised crosswalks. Please visit our [Designing Complete Streets page](https://www.dot.ny.gov/programs/completestreets/nysdot) for more information and guidance for these features.”

**New York State Climate Smart Communities**

Scarsdale Forum’s Climate Resilience Committee has recommended that Scarsdale join dozens of other municipalities in Westchester County that are currently participating in New York’s Climate Smart Communities Program. New York State’s Department of Environmental Conservation provides compelling reasons for certification of a municipality like Scarsdale as a Climate Smart Community, including matching fund grant opportunities. Potential benefits include:

- “Better scores on grant applications for some state funding programs, like DEC’s Climate Smart Communities Matching-Fund Grants to support both comprehensive planning and specific implementation projects
- State-level recognition for each community’s leadership
- A robust framework to organize local climate action and highlight priorities
- Streamlined access to resources, training, tools and expert guidance
- Networking and sharing best practices with peers.”

This program has a direct correlation with traffic safety initiatives, since implementing strategies that support bicycling and walking and a Safe Routes to School program are just two of many certification items that would benefit Scarsdale if it were a Climate Smart Community. Other opportunities are available. Recently, for example, “Westchester County, along with five of its villages, one town, and two cities have been awarded a $100K grant to administer a collaborative working group to complete individual government operations greenhouse gas inventories and climate action plans that will outline emissions reduction targets, strategies, and projects.”

**2016 TRC Traffic and Pedestrian Report Overview**

TRC Engineers proposed a variety of modifications and alternatives to address the traffic issues it studied for the Village in 2016: This is a summary of those recommendations for the Popham Road, East Parkway, and Chase Road/Overhill Road locations:

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“Various different options/alternatives were considered along with various traffic signal timing and phasing modifications. The following are the recommendations for modifications along with other alternatives that the Village could consider.

A. Extended Flashing Don’t Walk Time: Recommended
This Alternative is recommended on certain movements/phases including crossing Chase Road at Popham Road, crossing Popham Road at Chase Road, and crossing Popham Road at East Parkway as discussed on page 19 of the main Report. This is based upon field observations and measurements to allow the proper time for people, particularly senior citizens, to cross the various streets. This can be performed by modifying the Flashing Don’t Walk time, including the time shown on the countdown timer, without changing the overall signal phasing and timing. [The Committee believes that the benefit of providing some way of better enhancing pedestrian ability to cross wide streets, including Popham Road bridge intersections, outweighs the inconvenience to motorists.]

B. Colored/High Visibility Crosswalk: Recommended
A colored/high visibility crosswalk is recommended, possibly with striping/wording on the pavement ahead of it. Such an improvement would enhance its visibility to motorists and improve the frequency of vehicles stopping before entering the crosswalk. [The Committee believes that the benefit of providing some way of better enhancing pedestrian visibility outweighs the inconvenience to motorists, and prevents motorists from overrunning the stop bar and crosswalk lines.]

C. Additional Traffic Signal Head for Westbound Popham Road Motorists: Recommended
It is recommended that an additional traffic signal head be added on the right-hand side of westbound Popham Road just prior to the crosswalk. This would further enforce the vehicle stop location and reduce the number of motorists stopping in the crosswalk, as the existing signal heads are farther away. [This recommendation was adopted by the Village.]

D. Lane Assignment Sign: Recommended
A sign graphically indicating lane assignments should be added to Popham Road westbound prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane. [This recommendation was adopted by the Village but installed well prior to the intersection with Autenrieth Road, potentially causing motorist confusion.]

E. Installing “Turning Vehicles Yield to Pedestrian” Sign and “No Turn on Red” Sign: Recommended
A ‘Turning Vehicles Yield to Pedestrian’ sign similar to what is utilized in other locations in the Village would be appropriate here and is recommended. ‘No Turn on Red’ signs should be placed adjacent to the corresponding overhead traffic signal head. There are some cases where they are placed adjacent to the signal head. [This recommendation for overhead signal signage was not adopted by the Village but should be implemented at all other applicable locations, such as, e.g., the intersection of southbound East Parkway with westbound Popham Road and elsewhere as appropriate. Additional “Turning Vehicles Yield to Pedestrian” signage is needed at other vulnerable locations.]

F. Backplates: Recommended
Backplates, the rectangular shields that fit behind the traffic signal head, could be added to the
traffic signal heads to help drivers with the glare issues. [This recommendation for backplates for the signal heads have not been but should be more widely adopted by the Village.]

G. Blinking Pedestrian Sign: Recommended (if installed with passive detection)
A ‘blinking’ pedestrian sign could be added instead of Rectangular Rapid Flashing Beacons (RRFB’s), which are not recommended (see item N Below); this may be more practical for this location. These should also be installed with ‘passive detection,’ thus they would start to blink when a person walks between two bollards. If they are not installed with passive detection, then they would be constantly blinking, even when no pedestrian is present, thereby diminishing their effectiveness. [This recommendation for blinking pedestrian signage, in particular giving both left and right turning motorists ample notice of crosswalks, was not adopted widely by the Village except for one notable exception on Crane Road. It should be adopted at every other point of pedestrian vulnerability.]

H. Additional Street Lighting: Recommended for consideration
Additional street lighting could be added to assist drivers at night. [This recommendation for additional street lighting is necessary to give both left and right turning motorists ample notice of crossing pedestrians, especially after dark when turning from through streets where excessive speed and heavy traffic are typical, and pedestrians are not always visible, nor are marked crosswalks always provided.]

I. Lead pedestrian phase: Recommended for Consideration
This Alternative, which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queuing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present.”**40 [The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

Some but not all of the above TRC consultants’ recommendations have been implemented. Some have been implemented at the Popham-Chase-Overhill location but are options that should be considered at other locations where similar problems exist. The following are options that the TRC consultants did not fully recommend, but should be reconsidered:

“J. Raised Crosswalk and Embedded Flashing Lights: Not Recommended
An option that was considered but is not recommended at this time is the provision of a raised crosswalk to enhance visibility, better alert motorists to its presence, and deter vehicles from stopping on top of the raised crosswalk. However, raised crosswalks are generally not designed to be installed on main roadways or emergency routes. They would also increase the noise in this area, which is abutted on both sides by apartment buildings. Also, some residents have suggested a raised crosswalk with blinking lights within the crosswalk. These blinking lights are effective in alerting motorists of the crosswalk but establish certain expectations, such as that they will blink whenever a pedestrian is present, while requiring frequent maintenance and are not recommended. [The significant benefit of providing some way of better enhancing pedestrian visibility outweighs the relatively minor and brief inconvenience to motorists.

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Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.

M. Exclusive Pedestrian Traffic Signal Phase: Not Recommended
This Alternative is not recommended due to the significant adverse traffic impacts, resulting in long delays and queues which would lead to congestion and potentially aggravated/aggressive drivers. [The significant benefit of this safety measure outweighs the relatively brief inconvenience to motorists.]

N. Rectangular Rapid Flashing Beacons: Not Recommended
Rectangular Rapid Flashing Beacons (RRFB’s) were evaluated for deployment at the crosswalks, but are not recommended. As added background, RRFB’s are a new pedestrian alert device that some jurisdictions are testing at non-signalized intersections. The RRFB’s are flashing lights that are typically attached to a pedestrian crossing sign and are activated by the pedestrian or bicyclist; they are not typically employed at a signalized intersection. [The significant benefit of this safety measure outweighs the relatively minor and brief inconvenience to motorists at non-signalized or other intersections. Alternatives should be explored to ensure better compliance by motorists to yield to pedestrians.]

PRIORITIZE SAFETY

Standardized street infrastructure, signals and signage are recommended to consistently prioritize safety throughout the Village, in all neighborhoods and on all roads. Some examples curated from the sources cited in this Report are pedestrian island safe harbors and high-visibility crosswalks; exclusive crossing time; hardened centerlines and slow-turn wedges to reduce turning conflicts and calm turning traffic; flash alert solar pedestrian signs; pedestrian initiated crossing signals; delayed green signals; and signaled crosswalks on lengthy road segments currently without mid-block signals, signage or crosswalks.

The approaches outlined here, which are often used on a larger scale, are still instructive for smaller municipalities like Scarsdale, even those with more modest budgetary resources:

“There are 10 elements that make up a Vision Zero Street, all present in the New York City Department of Transportation Street Design Manual.

The City of New York currently applies these elements piecemeal, prioritizing the level of service for car and truck designers in decisions about whether to include or omit these elements on streets. On some multi-neighborhood arterial streets, elements are installed in one community but not the next. Even contiguous blocks of the same streets will feature varying quality of design.

42 Residents reported to the Committee that the pedestrian-activated flashing light on Crane Road near St. James the Less Church often does not work.
43 The Village has employed digital vehicle activated speed signs at few locations. If the feedback to motorists from these vehicle-activated speed monitors is found to encourage slower motorist speeds, the Village should investigate installing units at additional locations where speeding is found to be a continuing problem.
This lack of standardization is inequitable and endangers millions of New Yorkers. When road design constantly changes, it is difficult to normalize safe driving behavior or encourage more people to walk or bike. Furthermore, when safe streets appear as the rare exception rather than the rule, it feeds the perception that better design is unobtainable and impractical. This is not true: the Department of Transportation has a wealth of engineering resources in its Street Design Manual that are possible to implement and have been proven to reduce dangerous driving. A doubling of the Department of Transportation's capital budget would allow New York City feasibly reconstruct all its dangerous arterial roads within 50 years.

NYC must also fundamentally shift how it views its streets and allocates space for different modes. A Vision Zero-worthy street will prioritize the highest-capacity modes of transportation, like walking, biking, and using public transit, over the single-occupancy car. Toronto has already codified this hierarchy, and NYC should also adopt such a model in order to normalize safe street design.”

Some of the same elements, which have already been installed at some locations in Scarsdale, should be standardized according to these guidelines:

“Consider the following 10 elements of a vision Zero Street as parts of a whole: When redesigning a dangerous street, engineers should consider application of the Vision Zero Street Design Standard as a holistic package before considering the application of individual elements. Not every street will necessarily be suitable for all elements, but the decision to omit any of them must only be made if doing so would have no adverse impact on pedestrian or cyclist safety. In particular, space for car parking must never be allowed to take priority over street design elements that save lives (emphasis added):

1. ADA Accessibility
2. Public Amenities
3. Protected Bike Lanes
4. Narrow Vehicle Lanes
5. Pedestrian Islands
6. Wide Sidewalks
7. Dedicated Mass Transit Facilities
8. Signal-Protected Pedestrian Crossings
9. Dedicated Unloading Zone
10. Signal Retiming.”

The locations in the Village illustrated in the following items would benefit from a Traffic Committee review of these fundamental Vision Zero elements to identify where safety improvements can and should be made.

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TRAFFIC CALMING OPPORTUNITIES

Popham Road Crosswalks at Overhill Road and East Parkway

Popham Road just east of the Chase Road intersection and Overhill Road was the location of a fatal pedestrian incident over ten years ago that was attributed to sun glare.\textsuperscript{46} Because the intersection geometry is asymmetrical, there are sight line problems for left turning motorists from Chase onto the eastbound through lane of Popham.\textsuperscript{47} Left turns are especially dangerous.\textsuperscript{48} The same difficulty is encountered to varying degrees by motorists turning right onto eastbound Popham from Scarsdale Avenue and turning left from East Parkway.

Pedestrians become frozen on certain sidewalks, unable, for example, to cross Popham Road at various points. Typically, numerous motorists in a steady stream of speeding traffic, turning right from southbound East Parkway onto westbound Popham, fail to take heed of the crosswalk immediately around the corner where pedestrians are attempting to cross. Adjustment of signal timing could help. At this blind corner, there’s no prominent “Yield to Pedestrian” signage to indicate that people might want to cross, and the Metro North overpass wall hides the crosswalk from view as motorists make the right turn. Without delayed green signals to hold motorists briefly in place, pedestrians with a walk sign often do not dare to cross, especially at night and when the intersection is backed up and blocked from all directions.

Both intersections might benefit from turn-calming strategies, and at appropriate locations, blinking signs with passive detection for the protection of pedestrians. Such safety measures could prevent another tragic incident.\textsuperscript{49}

Popham Road Bridge

Widening the Popham Road Bridge has not entirely met expectations that it would alleviate traffic volume and congestion. If anything, conditions have worsened for motorists and pedestrians alike. In the Committee’s 2015 Report, a recommendation was made to improve signage and pavement markings to indicate designated right or left-turn-only lanes and through lanes. The undersized signage indicating lane designations is easy to miss on the signal head, there is no sidewalk signage along the eastbound right turn lane onto Scarsdale Avenue, and the pavement arrows are usually too faded to be of any assistance to motorists. The resulting last minute, swerving lane changes by motorists are as predictable as they are dangerous.

Adding to the chaos, those Popham lanes shift multiple times in both directions between Autenrieth Road to the east and Garth Road to the west at the other end of the bridge, including the lanes over the bridge itself. There are at least four lamp posts on the sidewalk along the


\textsuperscript{49} See 2016 TRC Traffic and Pedestrian Report, Executive Summary, page ES-3.
south right-turn only lane of the bridge, yet no posted signage there or pavement marking clearly indicates that the lane is right-turn-only onto southbound Scarsdale Avenue (although a small sign, plain black and white sign with arrows is hanging next to the overhead signal). Without better directional signage, motorists who are out of position must shift lanes quickly, creating a hazard for eastbound vehicles in both the through lane and the far right lane of the bridge.

Might overhead signage near certain signals make a difference? Motorists block the asymmetrical intersection of Popham Road, East Parkway, and Scarsdale Avenue at all hours of the day and evening. The relatively new left turn, green signal arrows are not as effective as they could be if, for example, the arrows were to cycle to red together with a digital display of “no turn on red.” Queuing traffic on East Parkway northbound and Popham Road westbound is frequently backed up. There is little directional signage on the overhead signals – most are mounted on poles on the sidewalks. Westbound motorists often advance so far into the Popham intersection to make a left onto southbound Scarsdale Avenue, instead of yielding to oncoming traffic, as to be dangerously close to being hit by eastbound vehicles coming over the crest of the bridge, where everyone experiences sight line issues from both directions.

Notably, the 2016 TRC Traffic and Pedestrian Report recommended that: “A sign graphically indicating lane assignments should be added to Popham Road westbound over the Popham Road bridge prior to the intersection with Chase Road to establish appropriate lane assignments, particularly the right turn lane.” A similar argument could easily be made for the same signage to be added to Popham Road eastbound prior to the intersection with Scarsdale Avenue to establish appropriate lane assignments, particularly the right turn lane onto Scarsdale Avenue.

The Popham Road-Garth Road end of the bridge to the east is also treacherous, especially for pedestrians negotiating crosswalks from approaching aggressive right-turning vehicles from Garth Road and left turning vehicles from Depot Place. Overall, better solutions should be implemented to address the problems pedestrians face at these troublesome focal locations.

**Popham Road Signal Timing**

To best accommodate the volume and flow of westbound traffic in the Village Center on Popham Road and avoid gridlock at its major intersections, the phasing of green signals for westbound traffic should begin at the Depot Place intersection, followed by the green signal at the East Parkway intersection and then followed by the green signal at Chase Road. Any other sequence incrementally causes gridlock prior to westbound Popham Road traffic at Chase Road.

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50 That sign was installed but placed on the far eastern corner of Autenrieth Road, too far prior to the actual dedicated right-turn-only lane prior to the Popham-Chase intersection.

Autenrieth Road Access to and from Popham Road

The No-Parking-to-Corner sign on the western parking lane of narrow Autenrieth Road, located prior to Popham Road, is an impediment to traffic flow and turning access both to and from Popham Road. Turning traffic also tends to impede traffic flow on both east and westbound traffic on Popham Road. The sign should be moved farther away from the asymmetrical corners at the intersection.

Christie Place

Some of Scarsdale’s heavily traveled roads are uninterrupted by traffic calming measures that would help mitigate speeding and increase safety for all roadway users. Christie Place in the Village Center is one such road. An important additional consideration at this location is the safety of shoppers, the residents of the Christie Place units, and the residents of the Chateau units around the corner on the same block.

Except for the endpoints of Christie Place at Chase Road to the east and East Parkway to the west, there are no crosswalks to aid pedestrians along the entire length of Christie Place, which is congested with bus traffic, two parking lots and the supermarket loading zone. Double parked delivery tractor trailers, panel trucks and UPS vehicles along the DeCicco curb create gridlock in both directions, instead of queuing north of the Christie intersection along the southbound lane of East Parkway.

Motorists lining up to wait for a space to open in the undersized DeCicco lot frequently block traffic from both directions on Christie Place, while idling. DeCicco delivery trucks that do wait on the west curb of East Parkway north of the Christie Place intersection sometimes make it difficult for other trucks to pass, while causing traffic to back up there.

Vehicles also enter the DeCicco parking lot through the exit driveway, not the entrance driveway, because there are no clear pavement markings or “no entrance” directional signage. There are no stop signs to remind motorists exiting the lot to pause before barreling onto the sidewalk into the road, and no signs warning against illegal U-turns.

Pedestrian Protection at Medians

Enhanced pedestrian safety infrastructure should be considered at the end points of the narrow Popham Road Bridge median and the East Parkway median, even if this may prove to be a challenging retrofit. The recent intrusion of vehicles into the East Parkway median at Popham Road, into a bench and shrubbery at Boniface Circle, and a crash into a utility pole at

52 New York City Street Design Manual, pages 42-43 (Among possible elements that may or may not be possible because of space restraints in Scarsdale’s Village Center are “wider sidewalks, wider medians. . ., curb extensions, bollards, and pedestrian safety islands.”), at https://www1.nyc.gov/html/dot/downloads/pdf/nycdot-streetdesignmanual-interior.pdf.
the southeast corner of Popham Road and Scarsdale Avenue that brought down the traffic signal assembly, are reminders that vulnerable pedestrian areas should be better protected.

**Yielding to Pedestrians Is Not Optional**

This is a facsimile of the sign posted at the northwest corner of Depot Place and Popham Road. It is a welcome element for one of the busiest pedestrian/commuter corridors. There are different versions of the same message throughout the Village, notably the mid-street, fixed-base crossing panels, but additional intersections should be considered for posting this large format safety warning. Many of the locations cited in this report need similar calming warnings that encourage motorists to SLOW DOWN where pedestrians are likely to be crossing the street just around a corner, whether signalized or not.

Motorists eastbound on Christie Place turning-right around the corner at Chase Road often roll past the stop sign and crosswalks, heedless of pedestrians exiting their vehicles or crossing the street in front of the Post Office. One way to visually alert right-turning motorists to these movements, in addition to the highly visible pedestrian warning sign, is to remove the shrubbery at that corner along the edge of the Post Office lawn.

Just as pedestrians have the right of way at evening rush hour when an enforcement officer and patrol car are present at the Metro North station on East Parkway to stop traffic, pedestrians have the right of way everywhere, all the time, notwithstanding any enforcement presence, or none. This appears to be a precept that many motorists, unfortunately, disregard.

**Extend Crossing Time for Pedestrians**

TRC consultants Recommended for Consideration, meaning they did not fully endorse, a “lead pedestrian phase”:

“which provides a few seconds upon a traffic signal change to allow pedestrians to establish themselves in the crosswalk prior to a motorist receiving a green, is recommended for consideration; however, its implementation would likely cause an increase in driver delays and intersection queueing. Additionally, the added delay could frustrate drivers as the phase would still occur even if no pedestrians are present.”

The report recommended, however, extended flashing “don't walk” time without changing signal phasing and timing, conceding that “Pedestrians, especially those that are mobility-challenged or impaired, including senior citizens living nearby, sometimes struggle to cross Popham Road in the allotted pedestrian phasing time.” Extended flashing “don’t walk” time would give pedestrians more time to cross busy intersections. It is now common in New York City to see delayed green signals of under ten seconds to allow pedestrians slightly more time to cross. There may be the potential for delayed green signals to cause traffic backups, but

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any small adjustment in crossing timing that might prove effective to calm traffic and assist pedestrians would be worthwhile.\(^{54}\)

Incidentally, for the sake of preventing westbound through traffic motorists stopped at the red signal on Popham at the Chase intersection from becoming confused by the earlier green phasing at the westbound Popham-East Parkway signal (when the oncoming Popham through traffic eastbound is also already moving with a green signal), an overhead digital “delayed green” signal or even plain signage on or near the signal head on westbound Popham at Chase would keep motorists from bolting forward into the Popham-Chase crosswalks, creating conflict with pedestrians who are given more time to cross.

**Illegal Right Turn from Popham Road, onto Chase Road, into Oncoming Traffic**

Occasionally a motorist will miss the dedicated right turn lane from westbound Popham onto Chase Road marked by flexible bollards. Some motorists catch their mistake before entering Chase Road. But instead of circling the block via East Parkway, they make an illegal and dangerous right turn on the south edge of the bollards into oncoming southbound Chase Road traffic stopped at the signaled Popham Road intersection. There is no “do not enter” signage warning motorists not to make this dangerous right, narrow radius turn.

**Crane Road**

Speeding should be addressed on Crane Road with all available calming strategies. Excessive speed and running the red signal at the Woodland Place intersection continue to be problems on Crane Road despite new pedestrian yield signage and a solar powered flashing sign. Crosswalks should be widened and furnished with mid-road, stationary yield signs, like those deployed nearby in the Village Center and on Heathcote Road near the Congregational Church.

Vegetation at the southeast corner should be removed so that pedestrians approaching from the Woodland sidewalk are not blindsided by motorists overrunning the stop bar and the crosswalk.

The stop bar should be farther away from the crosswalk at the Woodland corner, and the crosswalk itself should be wider. This is another location where delayed green to allow pedestrians extra time to cross is important to the safety of commuter, Lutheran Church and Montessori School pedestrian foot traffic.

The entire length of Crane Road should have a sidewalk on both sides of the street where at all feasible. There are segments along the north side of the road, such as in the vicinity of Old Orchard Lane and at the Woodland Place intersection, that would accommodate a sidewalk and improve safety for pedestrians between Village Hall and the East Parkway Metro North station. Many people walk to the Village Center from this area, and one often sees pedestrians walking along the side of Crane Road that lacks a sidewalk, likely due to the difficulty in crossing the street, or the inconvenience of crossing to one side and then the other to be on a sidewalk.

\(^{54}\) Id., Executive Summary, page ES-2.
There is a hilly section around mid-point on Crane Road where line of sight is impaired from both directions approaching the crosswalk to the St. James the Less driveway. The solar flashing signal which is pedestrian initiated is not always operational, although additional pedestrian crossing signage has been installed, similar to the double crosswalk warning signage that appears at intervals approaching the crosswalk on Heathcote Road at Sherbrook Road.

**Woodland Place and Crane Road**

Woodland Place is a major one-way feeder for motorists leaving the Village Center, yet was not analyzed in the 2016 TRC Traffic and Pedestrian Report. Motorists exiting the Village Center regularly overrun the stop bar at the no-turn-on red signal at the corner of Woodland Place and Crane Road. Because the sight lines are impeded by vegetation on the southwest corner as mentioned above, motorists intent on making an illegal right turn on red onto Crane regularly inch past the stop bar and risk colliding with motorists who frequently speed while running the red signal on Crane, in both directions. There are no sidewalks on Crane Road at the signaled intersection with Woodland Place. The only sidewalk along the west side of Woodland ends at this intersection, which features a relatively new pedestrian operated crossing signal on the southwest corner. There was a serious pedestrian-involved accident at this location in November 2019 when a boy was struck by a vehicle while attempting to cross Crane Road.

**Crane Road and Fox Meadow Road**

Crane Road where it meets Fox Meadow Road continues to be a dangerous un-signaled intersection, made more difficult to maneuver because of sight line problems that were mentioned in the 2016 TRC Traffic and Pedestrian Report. The Village should reassess and implement some of the consultants’ recommendations at this location, and others cited in this Report, to determine whether the tradeoffs that prevented them from being adopted make sense at this time to alleviate continuing traffic problems.

**Popham Road at the Taunton Road Crosswalk**

Crossing Popham Road, even in the crosswalks, is dangerous for pedestrians. Motorists turn off of Post Road and tend to accelerate into Popham Road, not mindful of the crosswalk that comes up at the driveway from the Village Hall parking lot. The problem is exacerbated by the fact that the crosswalk pavement marking is very faint A warning sign or more prominent crosswalk markings may cue drivers to slow down and watch for pedestrians.

**Full Stops at Stop Signs and Red Signals**

It cannot be overemphasized that the failure of motorists to make a full stop at stop signs and even at stop bars on red signals is a problem compounded when motorists who keep moving fail to yield to pedestrians. The rolling stop appears to be the new normal. The rolling stop is also a problem when both passenger vehicles and buses fail to stop at the stop bar on red signals.

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55 Id., Executive Summary, pages ES-5 to ES-6.
before entering pedestrian crosswalks. This phenomenon is just as frequent on the main corridors as on the side streets.

Faded or Inconspicuous Arrow, Stop Bar and Crosswalk Pavement Markings

It does not help that many pavement markings are worn and too faint to notice easily, especially when it rains or at night. It becomes even more problematic at asymmetrical intersections in the Village Center, for example Popham Road at Chase Road, and the right turn lane from Popham Road onto Scarsdale Avenue. Crosswalks should be as visible and as wide as possible. Some of the more problematic crosswalks, especially where speeding is an issue, should be treated with contrasting pavement or other surfacing to improve visibility and calm traffic.

Illegal U-turns, Wrong Way Egress through Two-Way Median Lanes

It is astonishing that many motorists consider U-turns to be permissible on busy two-way Village Center streets, and U-turns over double yellow lines throughout the Village, often in disregard of prohibitive signage. Illegal U-turns are all too frequently made on Chase Road in front of the Post Office and at the Christie-Woodland-Chase 3-way stop intersection despite recently posted signage. Vehicles including Scarsdale Taxi vehicles southbound on East Parkway have been observed making illegal U-turns onto northbound East Parkway, arguably one of the busiest intersections in the Village Center, in plain view of the prohibitive signage.

Two-way Christie Place, a heavily traveled bus route to the Metro North station with its numerous driveways and almost constant traffic is another frequent U-turn location.

On East Parkway, motorists either ignore or do not see the faded directional pavement markings on the two-way median cut-through lanes. Entering the wrong lane could easily bring motorists into conflict with oncoming traffic entering the correct lane.

Illegal Passing

Passing is unacceptable and highly unsafe on our narrow Village roads. Motorists backing out of parking spots on East Parkway with vehicles in line to take the spot have been passed by irresponsible motorists too impatient to wait. Vehicles traveling at the speed limit on Heathcote Road at night are passed by vehicles at high speed turning off at Kelwynne Road into the Middle School entrance driveway. Vehicles on Harcourt Road where it meets Brewster Road have been passed by speeding vehicles, sometimes during morning school hours. Motorists blowing horns and speeding recklessly have been observed passing vehicles traveling at the 30 mph speed limit on Church Lane. “No passing” signage has popped up on various roads, such as Walworth Avenue, and could become another item in the enforcement toolbox to calm traffic if installed at additional locations.

Post Road Intersections at Crane and Popham Roads

Eastbound Popham Road motorists turning left onto the Post Road habitually block the intersection, causing gridlock at the intersection and long queuing backups for both northbound
and southbound Post Road traffic. Long queuing backups on eastbound Crane Road, often stretching west on Crane well beyond Carstensen Road, are another frequent weekday occurrence. Both intersections should be studied and solutions implemented to alleviate this chronic gridlock.

**Popham Road Eastbound and Westbound onto East Parkway**

The numerous points of entry from both Popham Road and Scarsdale Avenue onto East Parkway northbound cause chronic, seven-day a week gridlock at this heavy volume Village Center intersection. Motorists apparently cannot be counted on to refrain from “blocking the box” in their desire to access East Parkway merchants, the Metro North station, or the Bronx River Parkway entrance ramp at the north end of the street. One long block of double-sided head on parking between northbound East Parkway and one-way Spencer Place adds to the queuing at the Popham intersection. Aside from enforcement of infractions for blocking the intersection, signal timing adjustments, no-turn-on-red arrows and overhead signal signage should be considered to address these problems.

**The Five Corners Heathcote Intersection**

Traffic grinds to a halt and queues at red signals for many blocks on Heathcote Road, Palmer Avenue and Weaver Street especially during afternoon rush hours. Access also becomes difficult onto the poorly designed, narrow Balducci’s driveway from both directions on Heathcote Road.

**NEIGHBORHOOD HOT SPOTS**

In an effort to gather additional information about challenging conditions on specific streets, and to potentially supplement the Written Correspondence submitted to the Village which appears on the Village website, Scarsdale Forum invited its members and the wider community in 2019 to submit additional feedback. The following items, organized by street or intersection, add to the list of hot spots that are of concern to Scarsdale residents.

**Fenimore Road**

More needs to be done on Fenimore and the other high volume Scarsdale roadways to calm traffic and improve access for both pedestrians and vehicles. Intersections should be safe crossings. A Scarsdale resident was hit and seriously injured by a vehicle in the Brewster Road crosswalk in December 2019. There was another pedestrian-involved crash at this location in 2017,

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56 Written Correspondence, at https://www.scarsdale.com/274/Written-Correspondence.
57 Scarsdale Inquirer, “Greenacres man in Fenimore Road crosswalk hit, injured by car,” page 5 (Jan. 3, 2020), at https://www.scarsdalenews.com/eedition/page-i/page_f0e2accident63dc-0dde-52ba-98e5-d0d4f0514812.html. See also Scarsdale10583.com, “Pedestrian Hit on Fenimore Road” (Oct. 23, 2017) (“An 84 year-old Ridgecrest West man was hit by a car when he was traversing Fenimore Road at 9:43 am on Thursday October 19. He was crossing Fenimore Road at Brewster Road, going from the south side to the north side of the street. He was in the crosswalk when he was hit by a 2015 Mercedes Benz driven by a 74 year-old woman from Fox Meadow.”), at http://scarsdale10583.com/about-joomla/shout-it-out/6478-pedestrian-hit-on-fenimore-road; and Scarsdale10583.com,
also causing serious injury. Pedestrians experience difficulty while attempting to cross what has become a major east-west corridor\textsuperscript{58} that bisects Scarsdale from the from Post Road to the east, and Hartsdale Village, the Bronx River Parkway, Fox Meadow Road and Walworth Avenue to the west. As for motorists attempting to access Fenimore, it is difficult to make a turn in either direction from Brewster Road, Brite Avenue, and other side streets because of the volume of traffic on Fenimore. A mid-road crosswalk and stationary pedestrian crossing signage on Fenimore Road has done little to calm traffic on Fenimore, similar to the failure to tame speeding on Popham, Crane, Post, Fox Meadow and Walworth, to name just a few of the roads characterized by lengthy corridor segments between signals and signage.

Fenimore Road traffic backs up in both directions during rush hours, as reported to the Committee by residents. During morning rush hours it backs up as much as three blocks eastbound from Brewster Road to Post Road. In the evening, queuing commuter traffic backs up from the Hartsdale Train station east to Oak Way, and sometimes as far as Brewster Road. Truck traffic is also heavy on Fenimore Road eastbound from Hartsdale Avenue all the way to Post Road, and then north through to White Plains or south onto Mamaroneck Road. The Hartsdale train station is another source of traffic flowing through Scarsdale arteries and side streets.

**Heathcote Sidewalk**

The Committee was advised by residents that a heavily used walking path from Quentin Road to Wynmor Road over the Heathcote Bypass is in disrepair and presents a hazard to pedestrians. The walkway is described as a major pathway used daily by Heathcote elementary school parents and children, and residents walking to nearby shopping areas. It was reported that children have been injured walking, biking and scootering, and that strollers cannot be used safely for younger children. Aside from the crumbling and potholed surface, the walkway is impassable in winter when snow and ice collect, and there is invasive poison ivy growing along the path.

**Griffen Road at Mamaroneck Avenue**

The Committee was advised by a resident that the left turn from Griffen Road onto northbound Mamaroneck Road is so hazardous that dozens of vehicles back up on Griffen at peak traffic periods, such as the early morning and later afternoon hours. It was suggested that, if feasible, a 3-way stop or signal might alleviate the problem.

**Morris Lane-Richbell Road**

The Committee was advised by a resident that hazardous sight line impediments exist at the Morris Lane, Richbell Road intersection which are compounded by speeding on Morris. It was suggested that a 3-way stop would calm traffic and enable motorists to make turns onto or exiting Richbell without difficulty.

\textsuperscript{58} A lower speed limit is a factor to consider to mitigate pedestrian-involved crosswalk accidents.
Weaver Street, NY 125 at Stratton Road

The Committee was advised by a resident that since Weaver Street was repaved, removal of a southbound left turn access lane to the Hutchinson Parkway has caused significant backups on Weaver Street southbound at the intersection of Stratton Road. Residents also observed that a crosswalk at that busy intersection was eliminated. An additional cause of the queuing and gridlock along the southbound lane of Weaver may be the bus stop located at the north corner of Weaver and Stratton. This situation was covered in the 2016 TRC Engineering Traffic and Pedestrian Report which included potential solutions:

“At the intersection of Weaver Street and Stratton Road it appears that a left-turn storage lane may possibly be able to be installed on the northbound Weaver Street approach. The left turn lane would be narrow and relatively short. Another possibility is to provide a left-turn advance signal phase, however, this would require modifications to the traffic signal. Either modification would require approval from the New York State Department of Transportation (NYSDOT).”

POTENTIAL IMPACT FROM DEVELOPMENT

This Report would not be complete without a reference to potential development projects. The lingering subject of “traffic in Scarsdale” has been identified many times over the years, often in connection with discussions about proposed development.

2010 Update to the Comprehensive Plan

One particular decade-old planning document, the Update to the Village Center Component of the Comprehensive Plan, is cited for good reason – it is the quintessential primer for strategies to manage potential development. One of the six major goals of the 2010 Village Center Plan is explicit about what is meant by improving “circulation” in Scarsdale:

“Goal 2: Attend to traffic congestion, and enhance walk-ability and pedestrian safety and amenities. Maintain an acceptable level of parking availability.”

Calls for reduced traffic congestion, increased walk-ability, and parking have been constants throughout the development of this plan (and indeed have been abiding concerns for decades). As a business district, the Village Center is a magnet for both pedestrians (shoppers, train commuters, etc.) and automobiles, particularly during the morning and evening rush hours, when both pedestrians and vehicles are present in great volumes and close proximity. During these periods, however, traffic speeds are naturally kept at a snail’s pace, and the Village

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stations a police officer and patrol car on East Parkway to manage flow and enforce pedestrian right-of-way laws.

**Pedestrian safety and traffic incidents are a concern, particularly during prime lunch and shopping hours when there is less commuter traffic, more “non-destination” traffic, and drivers are focused on a search for parking spaces.** Thus pedestrian safety and traffic are major concerns throughout the Village Center. This is especially true near the Popham Road Bridge and the East Parkway / Scarsdale Avenue intersection. The Crane Road exit off of the Bronx River Parkway empties onto East Parkway, and Popham Road, being one of the few east-west through roads in lower Westchester, brings a large amount of through or “non-destination” traffic through the Village. Pedestrian-vehicle accidents occur in this area which may be due to unconventional crossing configurations, and the general volume of traffic.

**A combination of strategies is called for.** First, new development should not contribute substantially to rush hour traffic flows. Congestion at these times already impairs the convenience of moving to and throughout the Village Center. Large office buildings, for example, would bring a crush of cars and workers into the Village at these times, and should not be allowed. Allowable uses should be local-serving in nature and not serve as regional destinations. The existing zoning controls for this to a great degree, by limiting the range of allowable uses and the floor area of those uses, which should hew to these well-conceived guidelines. Certain exceptions to this rule may apply. For example, a small-scale concert hall or cultural use may in fact be a destination, but would likely bring visitors primarily during evening hours or on weekends. (emphasis added)

**The second strategy is to slow traffic speeds.** This can be accomplished by a number of traffic calming devices and streetscape techniques, along the lines of what the Village has already employed. Better defined walkways and signage, speed humps, and other traffic calming measures should be incorporated into the site design of any new development. The feasibility of additional traffic calming measures, including stationing a police officer and patrol car at other dangerous intersections (such as at Popham Road and East Parkway or Popham Road and Chase Road) should be investigated. (emphasis added)

**Reducing traffic flows and speeds would certainly increase walk-ability and pedestrian safety, and these strategies can be supplemented by enhancing the streetscape.** While most of the Village Center is pedestrian friendly and visually appealing, some areas are less attractive to walkers. This includes the western Popham Road, where pedestrians are not buffered from the roadway by trees or plantings, and where there are few benches or places to rest. The pleasant and safe character that exists at the core of the Village Center should be extended outward to these areas. Street trees and landscaping recently completed on East Parkway and planned for lower Popham Road (along with the bridge replacement), will make the roads seem less like highways and more like village streets, naturally slowing traffic speeds.

(emphasis added)

**Pedestrian arcades are vital and appreciated connections.** The pedestrian arcades between the East Parkway and Harwood buildings serve as shortcuts within the shopping district, connect parking spaces to busy retail areas, and provide unique pedestrian-only spaces. A planned extension of the southbound railroad platform under the new Popham Road Bridge
(mirroring the northbound platform) will better connect the parking areas at Freightway to the railroad station, minimizing pedestrian-vehicle conflicts on Popham Road. Additionally, participants in this planning process almost universally called for an arcade through the Spencer/Christie block in order to reinforce pedestrian activity and enhance connections between parking and retail.”

(emphasis added)

The 2010 Village Center Plan was not only crystal clear about how to prioritize and accomplish the dual goal of calming traffic and prioritizing pedestrian safety, but prescient that these goals would be of abiding interest to a Village still seeking to attain them ten years later.

Recent Proposed Development

The Goals and Objectives section of the 2017 Request for Proposals - Freightway Site Redevelopment Study requests of developers the identification, but not solutions, of “potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study.”62 Fast forward to the more recent June 2019 RFP, which treats aspirational goals about traffic in the Village Center and beyond under such general headings as: “3. How the Proposed Project provides and encourages thoughtful, efficient, and safe pedestrian and vehicular circulation.”63

The 2018 Freightway Study focused appropriately on identification of traffic problems, identifying the potential of the Popham Road bridge project to address congestion:

“Problematic Intersections
Popham Road handles significant east-west vehicular traffic. The intersections at Garth Road and at Scarsdale Avenue have both been described by the Police Chief and by residents as problematic. This can be attributed to the heavy volume of cars during peak periods, the short queuing area for turns, the wide crossing distance for pedestrians, and the slightly irregular geometries of the intersection. However, both intersections were rebuilt as part of the Garth Road bridge reconstruction project in 2012 and greatly improved both vehicle and pedestrian movement.”64

The 2018 Freightway Study anticipated the likely disruptions to already challenging traffic:

62 Request for Proposals - Freightway Site Redevelopment Study, page 3 (Feb. 2017) (“Scope of Work #5, Develop Goals and Objectives: Based on the land use analysis and community engagement results, develop goals and parameters for the development of the site. Provide graphic and/or visual analysis as necessary to assist in the assessment of the various goals. For each goal, identify potential impacts and or development constraints which might include revenue generation, parking, traffic, infrastructure, school enrollment and other municipal services as well as potential demographic changes. Identify issues which may require further study.”), at https://www.scarsdale.com/DocumentCenter/View/1581/Freightway-Study-RFP-2017.
Transportation Issues
Congestion during peak commuting hours

Congestion at the site and along adjacent roads was an ongoing concern expressed by commuters, merchants and adjacent residents during outreach conducted for this study. The single point of egress from the site at Freightway and Garth Road leads to congestion in the evening peak hours, and the rush of vehicles and sporadic traffic flow leads to problematic conflicts between motorists and pedestrians. This congestion is largely limited to evening peak periods. The recently improved roadways generally function at acceptable levels during the rest of the service day. Popham Road is an important east/west route in Scarsdale, and its intersections with Garth Road and Scarsdale Avenue receive high vehicle volumes. Commuters also all exit the train at the same time, and thus all reach their parked vehicles in close succession. The Freightway/Garth Road intersection is very close to Popham Road (less than 200 feet), so any congestion at that intersection directly affects egress from the Freightway site and vice versa. Access to the site during the morning commute does not seem to be as big of an issue as the evening commute because there is an additional entry-only access point at the Beatty Lot and the traffic tends to be staggered across a longer time period.\textsuperscript{65}

The Freightway Study also envisioned “improved vehicular and pedestrian circulation,” suggesting novel corridors that would provide access to Scarsdale Avenue and to and from the site.\textsuperscript{66} The site plan description does not explain how the proposed project would accomplish these goals in the context of existing traffic problems, nor does it propose specifically how traffic calming would be achieved based on any projected impacts as required in the 2019 RFP, where developers were required, to “clearly describe the ways in which the Proposed Project benefits the Village of Scarsdale, including: new or improved physical and visual connections to Scarsdale Avenue, the Village Center, Popham Road, and Garth Road”.\textsuperscript{67}

\begin{itemize}
  \item “Narrative and illustrations describing and demonstrating the Proposed Project’s physical connections to and visual relationship with Garth Road, Popham Road, Scarsdale Avenue, and the Village Center;
  \item Narrative and illustrations describing the proposed pedestrian and vehicular circulation for the Project Site’s various road users, including: commuters; project residents; project merchants/tenants; project shoppers/patrons; public and visitors. Circulation for pick-up and dropoff at
\end{itemize}

\textsuperscript{65} Id., pages 33-34, at \url{https://www.scarsdale.com/DocumentCenter/View/2626/Freightway-Site-Redefvelopment-Study-Feb-2018}.

\textsuperscript{66} 2018 Freightway Study, Principle 1: Improve Parking and Circulation, page 50 (“1.4 Encourage creation of new connections to Scarsdale Avenue to improve vehicular and pedestrian circulation.” Congestion in/out of the garage is heavy during the peak commuting hours. Opportunities to improve vehicular and pedestrian access and egress from the site should be considered as part of a new development. One possibility to alleviate congestion could be the development of a vehicular ramp from the site over the Metro-North railroad tracks to Scarsdale Avenue, while maintaining pedestrian safety and access to and across the site.”). See also, 2018 Freightway Study, Principle 2: Ensure that public benefits are achieved by any development, page 51 (“2.2 Encourage other public benefits.” It is recognized that developing the underutilized site has the potential to positively impact the community in a variety of ways. Some of the public benefits that can be encouraged as part of a redevelopment include:

- Providing a new connection to Scarsdale Avenue (across tracks) . . .
- Improving access to Garth Road”), at \url{https://www.scarsdale.com/DocumentCenter/View/2626/Freightway-Site-Redefvelopment-Study-Feb-2018}.


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the train station, if any, and building service and loading should also be described and illustrated. . . .”68

Freightway material on the Village website promotes the transit-oriented aspirations of potential redevelopment, and cites TOD “principles”:

“Transit-Oriented Development (TOD)
TODs are featured by our neighbors and in countless communities throughout the country to enhance vibrancy, livability, walkability, and sustainability near public transportation hubs.
Is this right for Scarsdale?
WALK | Develop neighborhoods that promote walking
CYCLE | Prioritize non-motorized transport networks
CONNECT | Create dense networks of streets and paths
TRANSIT | Locate development near high-quality public transport
MIX | Plan for mixed use
DENSIFY | Optimize density and transit capacity
COMPACT | Create regions with short commutes
SHIFT | Increase mobility by regulating parking and road use”69

While the promotional material asserts that “Many TOD features align with Scarsdale Goals” it begs the question about how the integration of any of these goals will impact Scarsdale’s perennial traffic issues. The Freightway Site FAQ acknowledges these problems but merely hints that there should be a comprehensive, independent evaluation. The Committee recommends that this should be done by independent consultants as soon as possible:

“FAQ 13. ISN’T THERE TOO MUCH TRAFFIC IN THE VILLAGE CENTER ALREADY?

- Traffic can certainly be heavy, particularly as trains arrive in Scarsdale during the evening rush hour. Redevelopment of the Freightway Site is expected to improve vehicular circulation at the Freightway Site compared to the existing conditions.
- Evaluating on and off-site impacts to traffic circulation is a consideration when selecting a developer and during negotiations and will also be an important component of the environmental review process.”70

Traffic circulation in the Village Center and in other areas of the Village, as has been discussed in this Report, is often congested and characterized by heavy volume, not just during the evening rush hour and not limited to the proposed Freightway site on Garth Road. Long-term solutions to many of the most persistent traffic problems have yet to be found, even after implementation of some recent improvements to signals and signage. That is why the forecast in Freightway FAQ 11, that “some inconvenience” is expected to be “inevitable in order to redevelop the site,” is as unambiguous as it is misleading. It is highly likely that everyone near the vicinity of the site will “want to avoid the Village Center during construction.”71

The likely disruption to the public of any Village Center development including traffic flow and parking during construction, such has been proposed at Freightway as well as by Scarsdale Improvement Corporation at 30 Popham Road and 1 Spencer Place,72 could be significant and extensive in terms of the wide area affected, the lengthy period of construction, and possible delays over perhaps more than a year's duration. The Popham Road bridge and Christie Place renovation projects provide examples of such disruption. Similarly, a reduction in existing on-street parking during any development activity is likely to create additional negative impacts on traffic circulation in the Village Center and adjacent residential streets.

CONCLUSION

To be sure, the Committee does not purport to know precisely how to accomplish any of these goals, which are matters left to the Village Board and Manager’s office, the Village Traffic Committee, and independent traffic consultants. The Committee’s Report presents an informed perspective of the lived experience on Scarsdale’s roadways and walkways. Consistent with Scarsdale Forum mission objectives, the focus is to provide “a platform for meaningful community dialogue about municipal, school and related civic affairs” . . . . submit our “feedback and recommendations to elected public officials, Village government and the Scarsdale School District for further consideration and action. . . .” and “help residents to become more involved in and empowered to contribute to civic life as part of a collaborative, inclusive community where all opinions, ideas and friendships are valued.”73

The threshold question the Committee poses remains to be answered: How will unresolved traffic conditions throughout the Village be fixed? With or without new development, Scarsdale needs a comprehensive, effective strategy to solve its decades-old traffic and traffic management issues.

71 Id., “ FAQ 11. I LIVE/WORK/SHOP/COMMUTE NEAR THE SITE. AM I GOING TO WANT TO AVOID THE VILLAGE CENTER DURING CONSTRUCTION?”
For all the above reasons, the Village of Scarsdale should promote motorist, pedestrian, cyclist and public health, safety and welfare, by:

1. lowering the maximum allowable area speed limit from 30 mph to 25 mph on all Village roads as New York State law allows, or, in the absence of such enabling legislation, lowering the speed limit on linear segments of certain roads; and
2. allocating appropriate resources to increase enforcement, to implement comprehensive strategies and improvements in signals, signage and road infrastructure, and to engage independent planning consultants as necessary, and
3. conducting a “Safety in Scarsdale” or “Driving in the Dale” campaign to communicate the importance to all roadway users of practicing safety on Village roads, be approved.

Respectfully submitted by the Members of the Scarsdale Forum Municipal Services Committee:

Madelaine Eppenstein, Chair
John Bensche
Alan Bey
Linda Blair
Jordan Copeland
Susan Upton Douglass
Kay Eisenman
Dara Gruenberg
Darlene LeFrancois Haber
Robert Harrison
Terri Harrison
Mark Lewis
Eli Mattioli
Steve Pass
Roger Pellegrini
ML Perlman
Gregory Soldatenko
EXHIBIT A

SCARSDALE VILLAGE

MEMORANDUM ON 25 MPH AREA SPEED LIMIT LEGISLATION
October 04, 2019

Sarah Bell
President, Scarsdale Neighborhood Associations

RE: NYS 25 mph Legislation

Dear Ms. Bell,

I recently met with Greg Schwend, Drake Edgewood Neighborhood Association President, Camille Roche, and Kima Schwend to discuss a variety of topics related to community traffic safety, broadly defined so as to be clear on the need to prioritize safety for all users, including pedestrians and bicyclists.

One of the more time-sensitive matters we discussed was legislation introduced to the New York State Assembly by Amy Paulin. If passed, the legislation would authorize cities, villages, and towns in New York to post an Area Speed Limit (community-wide speed limit) of not less than 25 mph. Current state law mandates that the Village of Scarsdale have a default Area Speed Limit of not less than 30 mph. Not only does there appear to be broad public support for amending the law to authorize the lower Area Speed Limit, but there are abundant and well-documented public safety benefits that can be realized by reducing the posted speed limit to 25 mph. The New York State Assembly will likely consider the legislation in Q1, 2020.

As added background, I have provided herewith a copy of a staff memo I prepared for Village Manager Pappalardo, seeking authority to proceed with an effort to cultivate public awareness and support for the pending 25 mph legislation; the memo was also shared with the Village Board. As you may be aware, the Village Board will consider at their Regular Meeting on Monday, October 07, a resolution in support of the legislation. In conveying this information to Mr. Schwend and Ms. Roche, asking of their interest in introducing the topic to SNAP, it was suggested that I attend the next SNAP meeting for that purpose. However, it happens to be the same night as Monday’s Village Board meeting, so I am unable to attend. I would be honored to attend a future meeting to have a discussion on the topic, though.

In the interim, Greg and Camille felt it would be a good idea for me to transmit information to you for SNAP to review and consider at its next meeting, which I am pleased to do at this time.

Please feel free to call or email with any follow-up questions; my direct line is (914) 722-1108.

Cheers,

Robert Cole
Deputy Village Manager
Memorandum
Village Manager’s Office

To: Stephen M. Pappalardo, Village Manager
From: Robert Cole, Deputy Village Manager
Date: September 23, 2019
Re: 25 mph Area Speed Limit Legislation

This memo requests your approval to initiate advocacy in support of NYS legislation seeking to authorize the Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets. At present, 30 mph is the lowest such Area Speed Limit the Village may legally establish; however, there is a compelling rationale for lowering the Area Speed Limit.

Assemblywoman Amy Paulin has recently introduced two bills, A08600 and A08599, in support of local authority to post or establish a 25 mph Area Speed Limit. The first one makes 25 mph the default Area Speed Limit in New York, while the second maintains the 30 mph default speed limit, but authorizes local elected bodies to decrease it to 25 mph. Existing exceptions of speed limits lower than 30 mph, such as school zones, would remain in effect and available as authorized local decisions.

Pending your approval, staff will engage in legislative advocacy to garner support for the proposed legislation from other municipalities and Westchester County, as well as from government-oriented associations, including the New York City/County Management Association (NYCMA), New York Conference of Mayors, and New York Association of Counties. The NYCMA Board of Directors, of which I am a member, recently discussed the matter and pledged the Association’s full support; member communities have long-expressed frustration with the 30 mph mandate. A local public education and outreach effort is also needed to support passage of the legislation, an initiative that would benefit from collaboration with the Advisory Committee on Communications.

Importantly, while this memo is focused on one important dimension of local traffic safety and associated community quality of life concerns, it should also be noted that staff are working on a parallel track to develop a framework for transitioning away from ad-hoc, complaint-driven traffic safety investigations and toward a more deliberate approach to enhancing the safety of Scarsdale’s neighborhood streets and other areas of elevated pedestrian and bicyclist activity.

The balance of this memo conveys additional background, including justification for amending NYS law such that Village of Scarsdale to establish an Area Speed Limit (village-wide speed limit) of 25 mph on locally controlled streets.
30 mph v 25 mph: What’s the Difference?

The following data and key observations underscore the need to change NYS law:

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of fatality was approximately 3.26 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;¹

- National Highway Traffic Safety Administration analysis of 23,753 pedestrian-involved accidents found that the risk of debilitating injury was approximately 1.28 times higher with a 30 mph posted speed limit than with a 25 mph speed limit;²

- New York is the only state in the United States that mandates a maximum speed in urbanized residential neighborhoods of **not less than** 30 mph – all the rest are 25 mph or less;³

- New York is one of only five states comprising 43% of all pedestrian deaths, nationally;⁴

- The NYSDOT reports that 88% of pedestrian-involved accidents in New York occur in urbanized areas, such as Scarsdale, and 17% of such accidents are either fatal or incapacitating;⁵

- Outside of New York City, the NYSDOT reports that Westchester County experiences the second most pedestrian-involved accidents in the state of New York;⁶

- Although Chapter 25.6.1 of the NYSDOT Highway Design Manual characterizes neighborhood streets as “Category I Facilities,” for which the intended or desired vehicle operating speed is in the range of **15 mph to less than 25 mph**, NYS law inexplicably mandates a speed limit of not less than 30 mph in such areas.⁷

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² United States Department of Transportation, *Literature Review on Vehicle Travel Speeds and Pedestrian Injury*.


⁶ Ibid., page 18.

The difference between 30 mph and 25 mph is significant, and there is a clear and compelling public safety-oriented rationale for amending NYS law, as proposed.

New York State Law: An Overview of the 30 mph Minimum Posted Speed Limit Mandate

The New York State Vehicle and Traffic Law (VAT) mandates a minimum 30 mph Area Speed Limit for Villages and Cities.8 Establishing a 25 mph Area Speed Limit requires NYS legislative approval, which staff has been advised is rarely granted; it’s a political process that heavily favors the status quo. While there are limited as-of-right exceptions to the 30 mph mandate, such as local authority to designate a 25 mph Linear Speed Limit along a particular roadway segment, as well as to establish school zone speed limits of not lower than 15 mph, both the establishment of an 25 mph Area Speed Limit and any work-around involving a series of Linear Speed Limit designations to effectuate a 25 mph Area Speed Limit are both prohibited by NYS statute.

On the question of designating multiple Linear Speed Limits as a work-around to achieve a 25 mph Area Speed Limit, Opinion 98-23 issued by the New York State Comptroller includes the finding that “... a village may not, under the guise of imposing linear 25 m.p.h. speed limits on several neighboring designated highways, avoid the prohibition against imposing such a speed limit on an area basis.” At the same time, the guidance observes that the VAT “... does not indicate any particular percentage or number of highways which may be designated at twenty-five m.p.h.”9 Thus, legal compliance is impossible to affirmatively determine because neither the Opinion nor the statute provide guidance on the threshold beyond which multiple Linear Speed Limit designations become a prohibited Area Speed Limit.

Laws should not be written in such a manner that compliance cannot be affirmatively determined.

Additionally, the VAT varies the minimum speed limit a local government entity is authorized to establish based on its type of political subdivision, rather than upon traditional traffic engineering and land use characteristics that should control such decisions. To illustrate, while villages and cities not otherwise granted a legislative exception to the law must maintain a maximum Area Speed Limit of not less than 30 mph, state highways and Indian reservations are authorized, as-of-right, to establish maximum speeds of not less than 25 mph, and the same holds true for county roads and town highways.

The establishment of speed limit regulations should not be based on whether a unit of local government is a village, city, town, county, state, or Indian reservation.

All New York residents and the traveling public are entitled to the public safety and quality of life benefits associated with their local government having the as-of-right authority to establish a maximum Area Speed Limit of not less than 25 mph, where conditions warrant. This is acutely

important in urbanized areas where pedestrian conflicts are common. By way of added background, the primary reason for the 30 mph standard is reportedly to maintain speed limit consistency throughout New York State so as to avoid driver confusion – an explanation lacking face validity, particularly given the prevalence of authorized exceptions to the 30 mph mandate and discrepancies in the manner that varying forms of local governments are treated under the VAT.

The nature of the places New Yorkers live, work, and play sharply varies along a continuum of highly urban to rural development patterns. While a 30 mph or higher speed limit may be appropriate in certain rural communities, it is unambiguously inappropriate for neighborhoods and commerce centers in communities similar to Scarsdale. The VAT should provide as-of-right local authority to post an Area Speed Limit of 25 mph, as determined necessary and appropriate by local officials familiar with their community’s needs.

**Traffic Safety Committee Consideration**

As you know, the Village of Scarsdale Traffic Safety Committee (TSC), comprised of public safety, public works and engineering, and Village Manager’s office personnel, is charged with receiving and evaluating traffic safety-related service requests and community concerns. The TSC was asked to consider whether a 25 mph Area Speed Limit is appropriate for Scarsdale, having concluded that a 25 mph Area Speed Limit supports improved traffic safety and is appropriate for Scarsdale’s residential neighborhoods and other areas of elevated pedestrian activity, such as the Village Center.

As added background, one of the more common requests that the Traffic Safety Committee receives is for stop sign installation. On occasion, Village staff determines that a new stop sign is warranted; however, in view of there being few significant changes in traffic volumes, accident frequency, or roadway geometry over time, it is more likely that a new stop sign is not warranted. Rather, visual obstructions and here-to-corner parking problems are more frequently found to contribute to unsafe conditions, as they interfere with necessary lines of sight at the subject intersections. Once such visual obstructions are remedied, drivers exhibiting ordinary caution can safely navigate most intersections brought to the TSC’s attention.

Of note, there is a common public misconception that stops signs help to control speed, and further, that their deployment invariably improves safety.

Concerns about neighborhood speeding underlie virtually every stop sign request received. However, the Manual for Uniform Traffic Safety Control Devices (MUTCD) indicates that stop signs are not to be used for speed control.\(^\text{10}\) Stop sign deployment in locations where the established warrants have not been met cultivates unintended consequences, such as decreased compliance with the requirement for a full stop, an increase in speeding between stop signs, excess noise and pollution associated with

start and stop traffic, and diversion of traffic to other neighborhood streets.\textsuperscript{11,12} Thus, while seemingly an intuitive speed management tool, research indicates that not only do stop signs fail to reduce the incidence speeding, but when deployed inappropriately they cause new and/or increased traffic safety and community quality of life problems.\textsuperscript{13}

Proactively setting appropriate speed limits, deploying context-sensitive traffic calming measures, and providing supplemental enforcement, where needed, are all appropriate methods for reducing vehicle speeds in residential and other areas with elevated pedestrian activity. While a variety of traffic calming measures may play critical roles in providing for neighborhood traffic safety, this memo focuses on a single, yet critical, element of the discussion: The NYS-mandated minimum 30 mph speed limit. Residents coming in contact with the Village’s Traffic Safety Committee have often suggested implementation of a 25 mph speed limit, not knowing that NYS law precludes the Village from doing so; the proposed initiative intends to correct that.

The Traffic Safety Committee agrees with Scarsdale residents expressing safety and neighborhood quality of life concerns in connection with vehicle travel speed in residential areas; vehicles may be moving too fast through some neighborhoods, despite the vast majority of drivers being in compliance with the posted 30 mph speed limit. A vehicle moving at the posted speed limit of 30 mph in a residential neighborhood not only conveys the perception of a speeding vehicle, but is, in fact, moving at a speed inappropriate for many Scarsdale neighborhood settings. Reportedly, at least one previous regionally-supported legislative initiative targeting the 30 mph minimum speed failed to garner support in Albany. However, with the more recent focus on pedestrian safety regionally, statewide, and even nationally, there is reason to believe that a renewed effort may be successful – abundant data supports the need to better support neighborhood safety and quality of life though implementation of a reduced Area Speed Limit.

Summary

The NYS Vehicle and Traffic Law should be amended to provide as-of-right authority for all political subdivisions in the state to implement an Area Speed Limit of not less than 25 mph.


\textsuperscript{12} There are abundant technical documents, agency FAQ’s, and peer reviewed literature supporting the finding that the deployment of stop signs in contradiction to the MUTCD standards and guidance results in myriad unintended consequences that run contrary to the goal of enhanced neighborhood traffic safety and improved quality of life. The Fort Collins example was selected simply on the basis of its concise summary of the relevant body of knowledge on the topic, not because it is particularly authoritative.

\textsuperscript{13} Residents have, from time-to-time, cited Eastchester of an example of abundant stop signs serving to support neighborhood traffic safety and quality of life goals. However, a staff comparison of traffic accident data available from https://www.itsmr.org/TSSR/ revealed that Eastchester experiences roughly 42.8\% more traffic accidents than Scarsdale on an absolute basis, 2.89 times more accidents per square mile of land area, and 25\% more accidents on a per 1,000 residents basis. Data limitations in the comparison include having assumed the anecdotal observation that Eastchester exhibits higher stop sign density than Scarsdale is true, as well as the choice not to evaluate other variables potentially influencing crash rates. Despite such limitations, however, crash rate differences of the observed magnitude suggest meaningful differences in favor of Scarsdale’s approach to traffic safety when compared to Eastchester’s.
The 30 mph mandate is little more than an artifact of the days when traffic controls served primarily one purpose: To move as many cars as quickly as possible from one destination to another. Scarsdale streets need to be safe for all users, regardless of age, ability, or mode choice.

Pending your direction, staff will initiate a legislative advocacy initiative in support of the legislation introduced by Assemblywoman Amy Paulin, coordinating associated activities with various government and government-oriented partners to maximize our influence in Albany.
EXHIBIT B
SCARSDALE PEDESTRIAN-INVOLVED ACCIDENTS
2010 THROUGH 2019
Pedestrian-Involved Accidents
2010 through 2019
(Average: 10.6 ; Median 10.5)
Mrs. Rodriguez Valladares,

Thank you for your email regarding school bus violations. I agree with you that the safety of our children is the highest priority. We receive traffic complaints throughout the Village and address each one. In addition we direct our enforcement using traffic data and reevaluate the results on a monthly basis. I've discussed this matter at length with Chief Matturro, and based on 2019 traffic complaints, observations and summonses, the violations of passing a school bus and failing to yield to a pedestrian have been identified as a priority in our safety goals. These violations will be proactively enforced in 2020 and beyond.

Best,

Lt. Boris Grgas

Patrol Section Commander

Village of Scarsdale Police Department

50 Tompkins Road, Scarsdale NY 10583

Office 914-722-1200   Fax 914-722-1234

-------- Original message --------
From: "Andrew A. Matturro" <amatturro@scarsdale.com>
Date: 1/28/20 9:41 AM (GMT-05:00)
To: Boris Grgas <bgrgas@scarsdale.com>
Subject: Fwd: Aggressive Speeding Driver Past Stopped School Bus on Fox Meadow Road

Begin forwarded message:

From: "Mayra Rodriguez Valladares, MRV Associates" <mrvassoc@yahoo.com>
Date: January 28, 2020 at 08:32:43 EST
To: Police Department <police@scarsdale.com>, "Andrew A. Matturro"
<amatturro@scarsdale.com>
Cc: Trustee Veron <jveron@scarsdale.com>, Trustee Lewis <jlewis@scarsdale.com>, Trustee Ross <sross@scarsdale.com>, Trustee Waldman <rwaldman@scarsdale.com>, Trustee Crandall

Dear Chief Matturro and Police Department,

I trust that you are well. Yet again today, a driver aggressively sped past a stopped school bus collecting kids on Fox Meadow Road. The driver was in a grey car with license plate JLE 1675. He aggressively sped past a stopped school bus, whose driver was collecting kids between 16 and 18 Fox Meadow Road. Despite the bus driver honking several times, the car's driver kept speeding and swerving onto Wayside Lane.

When I work from home, at least once a week, I see aggressive drivers on this road. Stricter measures are crucial to deal with this significant problem on Fox Meadow Road. Nothing should be more important in the village than the safety of our children. I have been writing to the police department and the Village Board about this issue for 4 years.

As you know from the Forum's Municipal Report on Traffic on which I worked on, drivers in Scarsdale who speed, are aggressive or are distracted, were cited as a top problem by survey respondents. Here is the full report.
I urge you to focus on this serious issue. Thank you for your time and efforts.

Best regards,
Mayra

MRV Associates
Forbes Contributor
LinkedIn
Twitter

Tel: +1-212-491-9153
CAUTION: External sender.

After a review of the proposed plans, please consider an exit from the garage directly on Popham Rd bridge or even better, a new bypass bridge/tunnel to avoid the village downtown area. The current plan grandfathers a poor traffic flow as most commuters access Scarsdale Village proper via the bridge. During inclement weather or when vehicles park illegally at merchants on Garth Rd during rush hour, exiting the garage can extend a commute unnecessarily.

Howard
A Meeting of the Town Board of Scarsdale was held in Rutherford Hall of Village Hall on Tuesday, January 14, 2020 at 9:17 p.m.

Present were Mesdames Crandall, Veron & Waldman; and Messrs. Arest, Lewis, Ross, and Samwick. Also present were Village Manager Pappalardo, Deputy Village Manager Cole, Town Counsel Pozin, Assistant Village Manager Richards, Custodian of Taxes McClure, Town Clerk Conkling, Deputy Town Counsel Garrison, and Assistant to the Village Manager Katzin.

Mr. Samwick presided.

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Minutes

The minutes of the Town Board Meeting of December 20, 2019 were approved on a motion entered by Mr. Ross, seconded by Ms. Crandall, and carried unanimously.

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Report of the Custodian of Taxes

Custodian of Taxes McClure noted that the Board has received the December 2019 Town of Scarsdale Balance Sheets and Cash Receipts and Disbursements reports. She stated that this is the last month of the fiscal year for the Town. This is a preliminary, unaudited report.

On the 12/31/2019 Balance Sheet, in the Assets section, Taxes Receivable Current increased from year end 2018 by $580,989, delinquent taxes increased $52,276 from $1,151,900 to $1,204,200. Total delinquent taxes collected in 2019 were $545,178. The comparable figure for 2018 was $402,527.

The Town collects and remits the School and the Scarsdale share of the County tax levies for these taxing jurisdictions, respectively. The percentage of School taxes collected through December 31st for 2019 was 98.68% and for 2018 was 99.11%; the County tax percentage collected through December 31, 2019 was 99.59%, which increased from the 99.48% rate at December 31, 2018.

In the December 2019 reports, Interest Earnings for 2019 increased almost $85,300 from approximately $81,500 in 2018 to $166,800 in 2019. Mortgage Tax revenues decreased from $947,810 in 2018 to $731,514 in 2019. Penalties on taxes increased from $367,200 in 2018 to $444,200 in 2019.

The Treasurer’s Department will mail the year-end tax statements prior to the end of January. Unpaid tax balances will be reflected on these statements as well as the taxes paid.
Public Comments

Mayor Samwick opened the second public comment session and requested that anyone wishing to be heard to please step forward.

Robert Harrison, 65 Fox Meadow Road, congratulated and welcomed the new Village Counsel from McCarthy & Fingar, Mr. Dan Pozin who he met attending a Board of Appeals meeting. He wished him well and stated that he thought he would be very helpful to the citizens of Scarsdale.

Mr. Harrison stated that he and his wife have been very impressed with the holiday season lights in the Village Center. Trustee Veron stated that they have been continued along East Parkway this year with the lighting, completing two sections. She added that Assistant Village Manager Richards was instrumental in helping to keep the lights up. Mr. Harrison stated that the lights look terrific.

In regard to Freightway, Mr. Harrison asked if there was a consultant’s report on the repair needs of the existing garage.

Village Manager Pappalardo stated that there is such a report done a few years ago and the estimate was approximately $2.23 million for some repairs to the garage which would increase its life expectancy. That consultant has been asked to return and do a follow up report and provide the Board and the community with a probable useful life for that garage as well. He has not been out yet but will be out shortly. The other report done in 2017 should be on the Village’s website in the Freightway section.

As there were no further comments, Mr. Samwick closed the second public comment session at this time.

Future Meeting Schedule

- Tuesday, January 28, 2020 – 6:30 PM – Village Board Work Session – Trustees’ Room
- Tuesday, January 28, 2020 – 7:30 PM – Agenda Committee Meeting – Trustees’ Room
- Tuesday, January 28, 2020 – 8:00 PM – Village Board Meeting – Trustees’ Room

FY 2020/21 Budget Discussions

- Thursday, January 16, 2020 – 6:30 PM – Trustees’ Room
- Monday, January 27, 2020 – 10:30 AM – Trustees’ Room
- Wednesday, January 29, 2020 – 6:00 PM – Trustees’ Room
- Monday, February 10, 2020 – 6:00 PM – Trustees’ Room
- Tuesday, March 10, 2020 – 6:30 PM – Trustees’ Room
Briefing Sessions – 3rd Floor Meeting Room

- Thursday, February 27, 2020 – 7:00 PM – Operating Budget
- Wednesday, March 4, 2020 – 7:00 PM – Capital Budget

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Village Hall Schedule

- Monday, January 20, 2020 – Martin Luther King Day (Observed) – Village Hall Closed

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There being no further business to come before the Board, the meeting was adjourned at 9:26 P.M. on a motion entered by Ms. Veron, seconded by Mr. Arest, and carried unanimously.

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Donna M. Conkling
Town Clerk