

MEETING NOTICE

Village of Scarsdale

A Work Session of the Scarsdale Village Board of Trustees is scheduled for 6:00 PM on Tuesday, March 1, 2022. The meeting will be held in Rutherford Hall located on the 2nd Floor in Village Hall. Members of the public wishing to participate in the meeting remotely can do so via online link at <https://zoom.us/j/93183703358>, or call into the meeting using 1-929-436-2866 and entering the Meeting ID 931 8370 3358.*

Upon opening the Work Session in public, it is anticipated that the Village Board will act upon a motion to convene in Executive Session for agenda #2 below.

Agenda

1. Mural Pilot Project Discussion - 6:00 PM
2. Receiving Advice of Counsel Regarding Ongoing Litigation – 7:00 PM

CS: 02-25-22

E-MAIL: Journal News (Lohud)
Scarsdale 10583
Scarsdale Hamlet Hub
Scarsdale Inquirer
The Daily Scarsdale

cc: Lobby Bulletin Board

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

Village of Scarsdale



Memorandum

Village Manager's Office

To: Mayor Veron and Village Board of Trustees
From: Robert Cole, Village Manager
Date: February 25, 2022
Re: Mural Pilot Project

In response to community interest in supporting public art as a means to enhance the experience of visitors to our Village Center, the Village Board, in collaboration with local businesses, directed staff to consider alternatives for authorizing a pilot project to test the feasibility and public response to removable murals being installed in limited, specified locations in the Village Center.

Two such pilot locations were identified, both on walls of the building housing DeCicco Family Markets. The east-facing wall bordering East Parkway and the south-facing wall interior to the DeCicco rear parking lot are proposed to host temporary, removable murals, which would require both Village and property owner approval prior to installation. A group of Scarsdale volunteers are advancing a removable mural concept for the east elevation, while Scarsdale students are preparing mural panels for the parking lot location. No costs for the temporary, removable installations are proposed to be paid by the Village. Rather, we simply need to authorize the pilot to take place in order to support consideration of a future regulatory structure and associated programmatic approach to public art. The pilot period would be for one year.

As you are aware, the Wing the 'Dale installation has been present for quite some time and appears to have broad public acceptance. The pilot will expand wall-mounted art in a measured way, while also being sensitive to the need to protect the underlying walls from permanent disturbance. To that end, murals are proposed to be painted on marine-grade plywood, or similar, and would be secured to the wall using anchors within the mortar so as not to damage the brick.

A sample property owner agreement is attached for your review and consideration. Should the Village Board wish to proceed with the pilot, I am able to execute the agreement with the property owner without additional Village Board action. If the one-year pilot is successful and the Village Board wishes to create a permanent program, staff would then develop a proposed program in collaboration with our Arts Advisory Council, as well as advance any necessary Village Code modifications.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2022, by and among _____, with an address at _____, Scarsdale, New York 10583 (“Owner”) and the Village of Scarsdale, 1001 Post Road, Scarsdale, New York 10583 (the “Village”).

WHEREAS, the Village wishes to consider establishing a program for the installation and public display of artworks on certain buildings in the Village’s Village Center Area Zones (the “Program”); and

WHEREAS, the Village wishes to provide for a pilot project for the Program on a trial basis in order to obtain public input, to determine the feasibility of such a Program on a broader scale, and to consider criteria for establishing such a Program; and

WHEREAS, the Village has identified the locations set forth on Schedule A annexed hereto, as suitable for the pilot project; and

WHEREAS, Owner is the owner of certain real property known as _____, Scarsdale, New York, and which is shown on the tax map of the Village of Scarsdale as Section _____, Block _____, and Lot _____, and which is more fully described on Schedule B annexed hereto and made a part hereof (the “Property”); and

WHEREAS, the Village wishes to allow the Owner to undertake such pilot project at the Property; and

WHEREAS, Owner is willing to participate in such pilot project in accordance with the terms hereof; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, it is agreed as follows:

1. The Village hereby grants to the Owner, its agents, contractors, employees and assigns, permission on a temporary basis to install certain artworks on the Property, to be displayed for a period of no more than one (1) year (the “Term”).
2. At the end of the Term, or such earlier time as the Village shall determine, the Owner shall remove the artwork from the Property and restore those portions of the Property disturbed by the installation of the artwork, to its condition it was prior to its installation herein to the extent reasonable and practical.
3. The Owner hereby agrees to indemnify and save harmless the Village from any and all claims, damages, or costs of whatever nature arising from the installation by the Village of the artwork herein except for any such claims, damages or costs arising from the actions of Owner, its

employees, agents, and invitees. The Owner shall maintain liability insurance in accordance with its standard insurance requirements under which the Village shall be deemed an additional insured.

4. This Agreement may be executed in one or more counterparts which may be delivered via electronic mail in PDF format, each of which shall be an original, and all of which when taken together, shall be deemed a single agreement binding on all of the parties.

5. This Agreement contains the entire understanding of the agreement between the parties with respect to its subject matter, and all prior negotiations, discussions, commitments, representations, agreements, and understandings between the parties with respect to the matters set forth herein are merged herein. This agreement shall be governed and construed in accordance with the laws of the State of New York. This agreement may not be modified or amended except in writing signed by the parties.

6. This Agreement shall automatically and immediately terminate upon the Owner's completion of its obligations herein.

7. Nothing herein shall be construed to permit any other public display of artwork in the Village.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

Village of Scarsdale

By: _____
Robert Cole, Village Manager

_____, Owner

STATE OF NEW YORK
COUNTY OF WESTCHESTER ss.:

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Cole, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the 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.

Notary Public