

In its May 18, 2022 report to the Village Board, the Planning Board stated on Page 5, Section 5:

**“Several neighboring communities have installed outdoor lighting, either for baseball or other sports, although no detailed information was presented to the Planning Board on how common it is to install lighting at recreational facilities in residential neighborhoods similar to this one”**

This submission by the Crossway Lights Committee of the West Quaker Ridge Neighborhood Association provides detailed information, as suggested in the Planning Board’s report.

In addition, the May 18, 2022 Planning Report referred to the 2017 Little League Lighting Standards and Safety Audit, specifically to the minimum distances from base lines to light poles. This submission by the Crossway Lights Committee provides detailed reporting on neighboring fields in Lower Westchester County, with the same dimensions as Crossway Field #1.

Over the past two weeks we visited baseball fields located in Lower Westchester that have lights for night play (“Westchester Night Lit Fields”). The fields we visited can be broken down into two categories: those that have 60 feet between the bases (“60-foot fields”) and those that have 90 feet between the bases (“90-foot fields”).

Since Crossway 1 is a 90-foot field, we focused on 90-foot fields with lights in preparing this report.

The 90-foot fields we visited were:

1. Delfino Park (White Plains): 90-foot field in a commercial area. Even though this is an older field, the infield light poles were at least 50 feet from the foul lines and were behind fencing. The right field pole was 40 feet from the foul line and outside of the fence and the left field light pole was 42 feet from the foul line.
2. Glover Field (Pelham): Sandwiched between a shopping center and the Hutchison River Parkway. It has several baseball fields, but only one 90-foot field. It is a very professional looking turf field that is surrounded by a fence and both infield lights are more than 50 feet away from the foul lines and behind one and sometimes two fences.
3. Flowers Park (New Rochelle): In an industrial area. It has several fields, but only one 90-foot field, where both infield lights are 50 feet from the foul line and behind high fences.
4. Silver Lake Park (West Harrison): Located in a commercial area between stores in the outfield and along a body of water, presumably Silver Lake on the first base side. It is a modern 90-foot field with lights outside of high fencing. The infield light pole along the third base side is 50 feet from the foul line and the outfield light is 40 feet from the foul line. Both are behind fencing. On the first base side, the infield light is only 38 feet from the foul line because of the lake behind it. However, both lights along the first base foul line are behind high fencing.
5. James Fleming Park (Yonkers): There are two 90-foot baseball fields in this park.

- a. The first is an old dilapidated field in very poor condition with infield lights only 37 feet from the foul lines. They were not padded nor were they behind fences. (However, even this old field had light poles significantly further than the 25 feet that the Scarsdale Little League proposes for the infield lights at Crossway 1.) This field is not maintained well, had many puddles on it, and has been replaced by a turf field.
- b. Field 2 is a new turf field which has lights and is designed for both soccer and a 90-foot baseball field. The new field has all of its poles outside of high fencing. There are no lights or poles along the third base or left field side and there are poles behind high fencing approximately 40 feet from the foul line along the first base side.

There are a few commonalities among the Westchester Night Lit Fields:

- The Westchester Night Lit Fields are in commercial or industrial areas or border on highways or high voltage electric lines.
- The infield light poles for 90-foot fields between home plate and first and third base were 50 feet from the foul line and behind at least one very high fence and in some cases two fences. Many of these lights were installed by Musco.
- The outfield light poles for 90-foot fields were 40 feet from the foul line and behind one high fence, again complying with Little League guidelines.

We recorded videos of all of the 90-foot fields so that the Board can see the layout of the fields for themselves by clicking this link:

<https://www.dropbox.com/scl/fo/zviro0umohfehj73hdptg/h?dl=0&rlkey=pux2vacxn4y9ihekaqrn72mtp>

Again, to summarize, the 90-foot fields are not located in residential areas, and, with only one minor exception, comply with the Little League guidelines.

## **Safety**

The Westchester Night Lit Fields reflect that safety is an important consideration in the design and construction of a 90-foot field, as is compliance with Little League standards. The Little League guidelines for the placement of the light poles 55 feet from the foul line in the infield and 40 feet in the outfield and behind fencing are meant to protect the players from injury from running into the light poles. Hitters running from home plate to first base watch the ball after they hit it, and only after that look to see where they are running. Players rounding third base often run in foul territory when they are heading for home. Infielders who go into foul territory to catch a pop up follow the ball and do not look for light poles when they are trying to catch a foul ball. *None of the fields, even the oldest field, had light poles 25 feet from the foul line in the infield.* No one involved in this matter, not the neighbors, not the Little League, not the Planning Board, not the Village Board want to see any player injured from colliding with a light pole. It is imperative that all reasonable steps be taken to protect the players and the spectators, and if the light poles cannot be located where they will not present a foreseeable risk of injury to the players, then they should not be installed.

## Potential Liability

It is black letter law that "[a] premises owner continues to owe a duty to exercise care to make the conditions as safe as they appear to be." When a premises owner either "created the condition that caused the injury, or [ ] had actual or constructive notice of it," negligence is established.

There are three main legal cases involving baseball or softball players suing a municipality for injuries incurred on the baseball field. In *Humel v. Town of East Hampton*,<sup>1</sup> a visiting adult softball player was injured during a game by an allegedly dangerous condition on the field. The Eastern District of New York stated that the municipality-property-owner owed a duty to exercise care to make the conditions of a softball field as safe as they appear to be. The Court held that the plaintiff "may proceed to trial on the theory that the Town created the allegedly dangerous condition."

*Ferraro v. Town of Huntington* and *Pasucci v. Oyster Bay* involve players who ran into light poles in the outfield and sued the municipality.<sup>2</sup> *Ferraro* and *Pasucci* reflect that the potential for injury is not theoretical as serious injuries occurred in both. In both cases, however, the municipalities were successful in defending the cases because the New York State court found that the adult players – both frequent outfielders who admitted to long-time play on the field had knowledge of the light poles, and had assumed the risk as part of the game.

Knowingly ignoring safety standards qualifies as "creating a dangerous condition". The Village of Scarsdale is on notice that National Little League has promulgated required standards for player and spectator safety. Purposeful ignoring of these standards is undoubtedly an "affirmative act" that would lead to the creation of a dangerous condition. Can the Village rely on a statement from Musco or the Little League that the placement of the lights 25 feet from the foul line is safe? Will Musco and the Little League agree to indemnify the Village in case the Village is sued?<sup>3</sup>

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<sup>1</sup> *Humel v. Town of East Hampton*, 2005 WL 2371971 (EDNY 2005)

<sup>2</sup> *Ferraro v. Town of Huntington*, 609 N.Y.S.2d 36 (App.Div.2d Dept. 1994); *Pasucci v. Town of Oyster Bay*, 588 N.Y.S.2d 663(App.Div.2d Dpet. 1192

<sup>3</sup> It should be noted that the Scarsdale Little League players are required to sign a waiver of liability that covers the Little League and the Village of Scarsdale. However, we could not find where players from visiting towns waive their ability to sue the Village of Scarsdale.