

**MINUTES OF REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF BRONXVILLE HELD MARCH 9, 2020
AT THE VILLAGE HALL, 200 PONDFIELD ROAD, BRONXVILLE, N.Y.**

PRESENT:	Mary C. Marvin	Mayor
	Robert S. Underhill	Deputy Mayor
	William H. Barton	Trustee
	Mark Wood	Trustee
	Helen Knapp	Trustee
ALSO PRESENT:	James Palmer	Village Administrator
	James Staudt	Village Attorney

WORK SESSION & EXECUTIVE SESSION

At 7:00pm on a motion by Trustee Wood, seconded by Deputy Mayor Underhill, the Village Board convened a Work Session. The Village Administrator took the Village Board through the agenda.

At 7:30pm on a motion by Deputy Mayor Underhill, seconded by Trustee Wood, the Village Board convened an Executive Session for the purposes of discussing the contract negotiations with the PBA.

At 7:59pm on a motion by Trustee Knapp, seconded by Trustee Wood, the Executive Session was adjourned.

At 8:00pm, Mayor Marvin re-opened the Regular Meeting of the Board of Trustees.

Mayor Marvin introduced members of the Eastchester Irish American Social Club. John Collins, President of the Eastchester Irish American Social Club gave a short presentation on the details of the 16th Annual St. Patrick’s Day parade which will take place on Sunday, March 15, 2020. It will commence at 3pm at the Immaculate Conception School on Route 22 and proceed to Main St to Lake Isle Country Club. Lifelong Bronxville resident, Timothy McGrath, is Grand Marshal.

Ellen Edwards, Chair of the Green Committee introduced Michelle Sterling, co-founder of the Food Scrap Recycling Program. Michelle gave details on their program and how it works in Scarsdale. Recycling food scraps into compost helps the environment. Ms. Sterling showed a PowerPoint presentation on how the program works in Scarsdale.

MAYOR’S REPORT

Mayor Marvin gave brief update on what she’s been working on. Currently, we are mostly concerned with the Coronoavirus. We are in contact with the NYS Department of Health and following their guidelines. At the present time, our major concern is with NYP Lawrence Hospital. The hospital continues to operate normally. Chief Christopher Satriale also gave a brief update on the status of any hospital employees under quarantine.

VILLAGE ADMINISTRATOR

The Village Administrator gave a brief update on what he has been working on.

APPROVAL OF MINUTES

On motion of Trustee Wood, seconded by Trustee Knapp, the Board approved the minutes of the following meetings:

- Work Session/Executive Session of February 10, 2020
- Regular Meeting of February 10, 2020
- Special Meeting of February 28, 2020

NEW BUSINESS

- A. RESOLUTION** – Municipal Snow and Ice Agreements 2019-2024 Snow Season

On motion of Deputy Mayor Underhill, seconded by Trustee Barton, the following resolution was approved:

WHEREAS, the Village has an agreement with the New York State Department of Transportation for the removal of snow and ice on State roads; and

WHEREAS, the Village is partially reimbursed by the State of New York for this service based on a State formula and the lane miles covered; and

WHEREAS, the initial contract term is now five years instead of three; and

WHEREAS, extensions will no longer be done on a yearly basis in perpetuity. Each contract will be allowed a maximum of three consecutive extensions of five years each, for a maximum of twenty years. After twenty years if the municipality and DOT wish to continue the agreement, a new contract will be created; and

WHEREAS, index adjustments will be based on the current year's estimated expenditure; and

NOW THEREFORE, BE IT RESOLVED:

That the Village Administrator is hereby authorized to execute an agreement for the 2019-2024 Snow and Ice Agreement.

B. RESOLUTION – To Schedule a Public Hearing for Local Law 1 -2020 Tax Cap Override

On motion of Deputy Mayor Underhill, seconded by Trustee Knapp, the following resolution was unanimously

WHEREAS, pursuant to New York State Law, the Village must hold a public hearing and adopt a local law when the annual operating budget exceeds the State allowable levy growth (tax cap); and

WHEREAS, for the 2020-21 fiscal year it may be necessary for the Village to exceed the allowable levy growth (growth factor of 1.78%); and

WHEREAS, the adoption of a local law authorizing a property tax levy increase in excess of the annual allowable limit established in the General Municipal Law Section 3-C will allow the Village to be compliant with New York State Law in the event the 2020-21 adopted budget exceeds the allowable State limit;

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hold a public hearing on Monday, April 13, 2020 for Local Law 1-2020, authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-C.

C. RESOLUTION – Authorizing Litigation Against Pam Transportation

On motion of Deputy Mayor Underhill, seconded by Trustee Wood, the following resolution was unanimously approved;

WHEREAS, the Village of Bronxville incurred property damage in February 2019 when a motor vehicle owned by Pam Transportation and operated by Carl William-Cyril McClean damaged two steel light poles and one over-head traffic signal, three pedestrian crossing signals and all electrical wires and related appurtenances at the intersection of Pondfield Road and Gramatan Avenue within the Village of Bronxville, County of Westchester State of New York; and

WHEREAS, as a result of the aforesaid accident the Village has incurred both temporary repair costs, engineering costs and will incur additional significant engineering and replacement costs at the time that the Village undertakes permanent necessary repairs to its property; and

WHEREAS, the Village of Bronxville through its Village Administrator and representatives has made demand upon Pam Transportation, Carl William-Cyril McLean and their insurance carrier to make payment for all costs necessary to properly restore and replace the Village's property; and

WHEREAS, Pam Transportation, Carl William-Cyril McLean and their insurer have failed and refused to pay for any of the costs associated with the replacement of the damaged property; and

WHEREAS, the only viable means to obtain payment is to institute an action for property damage in Supreme Court, Westchester County; and

WHEREAS, the Village has retained the law firm of McCullough Goldberger & Staudt, LLP to prepare a summons and complaint against Pam Transportation and Carl William-Cyril McClean.

NOW, THEREFORE, BE IT RESOLVED that the Village of Bronxville by its Board of Trustees hereby approves the retention of McCullough Goldberger & Staudt LLP and approves the institution of legal action to recover its property damages by institution of an action against Pam Transportation and Carl William-Cyril McClean.

D. RESOLUTION – 2020 Annual Meeting

On motion of Trustee Wood, seconded by Trustee Knapp, the following resolution was unanimously approved;

BE IT RESOLVED that the Board of Trustees will conduct its Annual Meeting and April monthly meeting on Monday, April 13, 2020 with the Work Session beginning at 6:30PM and the Annual Meeting/April Monthly Meeting beginning at 8PM.

Newly elected Justice and Trustees will be installed that evening. The meeting will be located at Village Hall, 200 Pondfield Road, Bronxville, NY. This will be posted in Village Hall and on the Village website.

E. RESOLUTION – Scheduling a Public Hearing for 2020/2021 Village Budget

On motion of Deputy Mayor Underhill, seconded by Trustee Barton, the following resolution was approved:

BE IT RESOLVED that the Board of Trustees of the Village of Bronxville will hold a public hearing on proposed 2020/2021 Budget on April 13, 2020 at 8PM at Village Hall located at 200 Pondfield Road, Bronxville, NY.

The Village Board directs that all requisite notices be published in accordance with applicable laws and regulations.

F. RESOLUTION – Accepting State and Municipal Facilities Grant

On motion of Trustee Barton, seconded by Trustee Wood, the following resolution was unanimously approved;

WHEREAS, the Village of Bronxville is required to remediate yellow flag deficiencies at the Pondfield Road Underpass, and

WHEREAS, the Village of Bronxville is desirous of repairing the sidewalks and hand railings at the Pondfield Road Underpass, and

WHEREAS, total improvements are expected to cost \$400,000, and

WHEREAS, a SAM grant has been awarded to the Village of Bronxville \$250,000 for such improvements, and

WHEREAS, the additional \$150,000 will be funded by debt service,

NOW THEREFORE BE IT

RESOLVED that the Board of Trustees authorizes the Village Administrator to take administrative actions necessary to accept this grant, and execute requisite documentation as needed.

G. RESOLUTION - Declaration of SEQRA Determination Regarding Pondfield Road Underpass Repairs

On motion of Deputy Mayor Underhill, seconded by Trustee Knapp, the following resolution was approved:

WHEREAS, the portion of the Pondfield Road Underpass owned by the Village of Bronxville is in need of some repairs including work to address yellow flag designations issued by the NYS DOT; and

WHEREAS, in conjunction with addressing the yellow flag conditions the Village intends to complete some aesthetic improvements to the underpass including hand rail replacement, painting and sidewalk repairs; and

WHEREAS, the Village had completed parts I and II of the short environmental assessment form and determined that the project is considered a Type II Action and that there are no adverse environmental impacts from these repairs/improvements;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees that the work on the Pondfield Road Bridge Underpass will not results in any adverse impacts on the environment, hereby issue a negative SEQRA declaration and file Part III of the short EAF.

H. RESOLUTION – Authorizing the Sale of Surplus Equipment

On motion of Trustee Barton, seconded by Trustee Knapp, the following resolution was approved:

WHEREAS, the Village snow melter, “Snow Dragon,” has exceeded its useful life and purpose; and

WHEREAS, the Village would benefit by selling this piece of equipment at public auction;

NOW, THEREFORE, BE IT

RESOLVED that the Board of Trustees hereby declare the following equipment as surplus Village property and authorizes the disposal of the following equipment by public sale:

Year	Make/Model	Unit No.	VIN/Description	Assigned to
2007	Snow Dragon		1N9BS26387J279007	DPW
2007	Bobcat S160		526716996	DPW
2007	Ford F350 Pickup		1FTWF315X7EB11835	DPW

BE IT FURTHER RESOLVED that the disposal of this equipment is authorized in compliance with the requirements of law, and the Village Administrator and all appropriate officials are authorized to take the actions necessary to dispose of this equipment.

I. RESOLUTION – Authorizing Additional Funding for Tennis Court Improvements

On motion of Trustee Wood, seconded by Trustee Knapp, the following resolution was approved:

WHEREAS, \$150,000 was the lowest responsible bid for tennis court upgrades, and

WHEREAS, the Village of Bronxville previously approved \$100,000 for tennis court upgrades,

NOW THEREFORE BE IT

RESOLVED that the Board of Trustees authorizes an additional \$50,000 for tennis court improvements, and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes an additional \$20,000 transfer from the General Fund to the Capital Fund to pay for the additional upgrades, and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the Village Administrator to take administrative actions necessary to execute these transactions.

J. RESOLUTION – Awarding Contract # VA-2001 to DeRosa Sport Construction, Inc. of Garden Ave Tennis Courts 4 & 5

On motion of Deputy Mayor Underhill, seconded by Trustee Barton, the following resolution was approved:

WHEREAS, the Board of Trustees has authorized the improvement of Garden Avenue Tennis Courts 4 & 5 for the enjoyment of our community;

WHEREAS, bid packages for the project were prepared and the bid publicly noticed; and

WHEREAS, several companies submitted complete and timely bids and those bids were thoroughly reviewed by the Village Administrator; and

WHEREAS, the Village Administrator recommends that the bid be awarded to the lowest responsible bidder, DeRosa Sport Construction, Inc., Mamaroneck, NY in the amount of \$132,225.00; and

WHEREAS, DeRosa Sport Construction, Inc. submitted an alternate bid to provide additional layers of cushion coating to the tennis court surfaces which will extend the useful life of the courts;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby authorizes the Village Administrator to execute a contract with DeRosa Sport Construction, Inc. for the amount of \$132,225 and up to an additional \$12,000 for two layers of cushion coating on the tennis courts.

K. RESOLUTION – Textile Recycling Agreement

On motion of Trustee Knapp, seconded by Trustee Wood, the following resolution was approved:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, MUNICIPALITY desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, MUNICIPALITY has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the MUNICIPALITY'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, **THEREFORE**, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and MUNICIPALITY (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of five (5) years (the "Initial Term"). At the end of the Initial Term Contractor and MUNICIPALITY shall have the option to renew for an unlimited number of additional five (5) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Either Party may terminate the Agreement upon providing One Hundred twenty (120) days' written notice to the other Party. During the Term, Contractor shall have the sole and exclusive rights to collect and pick up Soft Recyclables in the MUNICIPALITY'S Service Area through municipal contracted pick up as well as municipal contracted collection events and location.

2. **Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to MUNICIPALITY.

3. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

4. **Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

5. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. **Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with MUNICIPALITY collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing MUNICIPALITY recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

7. Missed Collections and Complaints. Service Recipients shall be instructed by MUNICIPALITY to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by MUNICIPALITY, which approval shall not be unreasonably withheld (the "Program Brochure").

9. Contractor's Fee. Contractor shall pay to MUNICIPALITY a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the MUNICIPALITY'S portion of the Service Area. Payments shall be made to MUNICIPALITY not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will MUNICIPALITY, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. Public Information and Education Program. MUNICIPALITY shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of MUNICIPALITY public information shall be coordinate with Contractor. MUNICIPALITY agrees to announce the program to residents a minimum of six (6) times per year using municipal communication channels.

Contractor may prepare and distribute its own promotional materials. Contractor shall participate in MUNICIPALITY directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with MUNICIPALITY for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to MUNICIPALITY on promotion and education material content and presentation.

11. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of New York, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless MUNICIPALITY from all damages (except for damages caused by MUNICIPALITY's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - b. Vehicle Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation/Industrial Insurance: Limits as required by the State of New York.
- The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (i) MUNICIPALITY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

- (ii) Contractor's insurance coverage shall be primary insurance as MUNICIPALITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MUNICIPALITY, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to MUNICIPALITY, its officers, officials, employees, or volunteers.

(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to MUNICIPALITY.

14. Taxes. Contractor agrees to save MUNICIPALITY harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for MUNICIPALITY.

15. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to MUNICIPALITY.

17. Inspections. Upon reasonable advanced request to Contractor, MUNICIPALITY may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, MUNICIPALITY may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. MUNICIPALITY agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

18. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

19. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

20. Termination and Breach. In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period.

21. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the parties agree that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

22. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of MUNICIPALITY. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to MUNICIPALITY employees and Contractor expressly waives any claim it may have or acquire to such benefits.

23. Definitions.

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude placement in this location, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by MUNICIPALITY and Contractor.

d. Excluded Items: The term “Excluded Items” means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any New York statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term “Holiday” means the following days: New Year’s Day, Martin Luther King’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the MUNICIPALITY recycling holiday schedule.

h. Residential Customer: The term “Residential Customer” means any individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The Service Area will encompass all of MUNICIPALITY’S curbside, residential trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term “Service Recipients” means Residential Customers of MUNICIPALITY in the Service Area.

k. Soft Recyclable: The term “Soft Recyclable” means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men’s, women’s and children’s clothing as well as items such as jewelry, shoes, purses, hats, toys, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

24. Additional Services. Upon MUNICIPALITY’S request, the Contractor shall establish a drop-box for Soft Recyclables at the MUNICIPALITY’S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

25. Service Modifications. To avoid confusion with the MUNICIPALITY’S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container.

26. StreetSmart™ Collection System. During the Term, Contractor and MUNICIPALITY will work together to carry out the mutual commitments set forth on Addendum A attached hereto and incorporated by reference, as if set forth in full herein.

L. RESOLUTION - Polling Place Change – Village Election

On motion of Deputy Mayor Underhill, seconded by Trustee Barton, the following resolution was approved:

BE IT RESOLVED that the Westchester County Board of Elections has changed polling places for Bronxville Village Election as follows:

- Village Hall - Districts 16 & 17 – 200 Pondfield Road
- Fire House - Districts 18, 19 & 21 – Corner of Midland Avenue and Palumbo Place
- Christ Church – Districts 20 & 22 – Sagamore Road

M. RESOLUTION – Ratifying Stipulation of Agreement with The Bronxville Police Taylor Act Committee

On motion of Trustee Wood, seconded by Deputy Mayor Underhill, the following resolution was approved:

STIPULATION OF AGREEMENT ("Stipulation") made and entered into this 7th day of March, 2020, by and between the negotiating committees for the Village of Bronxville ("Village") and The Bronxville Police Taylor Act Committee ("PBA").

WHEREAS, the Village and PBA have engaged in negotiations in good-faith in an effort to arrive at a successor agreement to a contract that expires on May 31, 2020 ("Agreement"); and

WHEREAS, the Village and PBA have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and PBA hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the PBA membership and Village Board of Trustees.
2. The signatories below agree to recommend and vote for this Stipulation for ratification.
3. A copy of this original document has been furnished to representatives of the PBA.
4. All proposals not covered herein made by either party during the course of any discussions, meetings or negotiations shall be deemed dropped.
5. The language of all parts of this Stipulation shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of by whom it was drafted.
6. The provisions of the Agreement shall continue until expiration (May 31, 2020) and then be carried forward, except as modified below.
7. Unless otherwise noted, all dates involving the length of the successor Agreement shall be conformed to the duration of the negotiated Agreement.
8. Unless otherwise noted, all changes shall be deemed as of June 1, 2020.
9. The duration of the successor Agreement shall be from June 1, 2020 through May 31, 2024.
10. The following "housekeeping" or minor changes shall be made:
 - a. Pg. 2, Article IV (*Salaries*), Section 1(a) – delete as inapplicable and leave Section 1(b) as salary schedule for all employees
 - b. Pg. 7, Article VI (*Overtime*), Section 7 – change to match current biweekly payroll

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- c. Pg. 8, Article VI (*Overtime*), Section 8(b) – change reference to "Section 7(a)" to "Section 8(a)"
 - d. Pg. 25, Article XXVIII (Labor-Management Committee), Section 2 – delete (Alternate Working Tour Committee)
11. Pg. 3, Article IV (*Salaries*), Section 1(b) – increase salaries as follows:
- Effective June 1, 2020 – 2.75%
 - Effective June 1, 2020, the "Police Officer, 5th Year" base salary rate shall be increased by \$1,000.00; the Detective rate shall be increased by \$1,080.00; the Sergeant rate shall be increased by \$1,150.00; the Detective Sergeant rate shall be increased by \$1,222.00; and the Lieutenant rate shall be increased by \$1,292.00. These adjustments shall be made prior to the application of the June 1, 2020, raise (2.75%).
 - Effective June 1, 2021 – 2.75%
 - Effective June 1, 2022 – 2.95%
 - Effective June 1, 2023 – 2.95%
12. Pg. 4, Article IV (*Salaries*), Section 3 – delete old schedules and add new schedule as follows: "Effective June 1, 2020, employees shall have longevity payments as follows:
- After completing five (5) years of continuous service - \$1,000
 - After completing ten (10) years of continuous service - \$1,500
 - After completing fifteen (15) years of continuous service - \$2,000
 - After completing twenty (20) years of continuous service - \$2,500"
13. Pg. 8, Article VII (*Holidays*), Section 3 – for all employees hired on or after June 1, 2020, reduce the number of super holidays from three (3) to two (2) by deleting New Year's Day.
14. Pg. 9, Article VIII (*Vacations*), Section 1 – for all employees hired on or after June 1, 2020, annual vacation leave shall be granted as follows:
- After completing one (1) through eight (8) years of service – fifteen (15) working days

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- After completing nine (9) through sixteen (16) years of service – twenty (20) working days
- After completing seventeen (17) or more years of service – twenty-five (25) working days

15. Pg. 10, Article IX (*Personal Leave*), Section 1 – all employees hired on or after June 1, 2020, shall be granted three (3) personal days during each of the first five (5) years of employment with the Village and four (4) personal days each year thereafter.
16. Pg. 13, Article XII (*Tours*), Section 5 – change by adding the following: "If a Detective is assigned to work 3 p.m. to 11 p.m., Tuesday through Friday and 8 a.m. to 4 p.m. on Saturday, then such Detective shall be entitled to take off any Tuesday that immediately follows a contractual Holiday (as set forth in Article VII, Sections 1 and 2) that falls on a Monday.
17. Pg. 13, Article XII (*Tours*), Section 6 – effective June 1, 2022, increase the number of Training Days from one (1) to two (2) per calendar year.
18. Pg. 20, Article XXI (*Previous Practice Clause*) – add the following to the current second paragraph: "The Village may also, at its sole discretion, and upon 30 days notice to the PBA, implement a semi-monthly pay schedule (i.e., two times per month no later than the 15th and last day of each month) for unit members, but the Village shall not make such change to a semi-monthly pay schedule prior to January 1, 2021."

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Before opening the meeting to the public, Mayor Marvin announced that this is Trustee Barton's final meeting after voluntarily serving the Village for 14 years under different committees. Each Trustee shared some kind words with Trustee Barton.

PARTIES WHO WISH TO ADDRESS THE BOARD

Village resident, Pam Libby, addressed the Board regarding her desire to complete installation of solar panels and hopes the Village will consider changing the code to allow them.

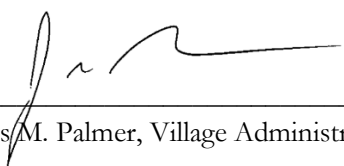
Former Eastchester Fire Commissioner, Anthony Lore, Tuckahoe resident, addressed the Board. He clarified some misinformation about him that was said during the recent Fire Board Election that was untrue.

Sean Abbott, of the Bronxville Surrealist, made a few comments.

The meeting was adjourned at 9:25pm on motion by Trustee Barton, seconded by Trustee Wood.

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The next Village Board of Trustees Meeting is scheduled for April 13, 2020.


James M. Palmer, Village Administrator