

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, DECEMBER 14, 2022  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:  
<https://www.tarrytownny.gov/home/events/40076> for instructions on how to view via Zoom.

Executive Session

Discussion with Labor Counsel

Open Session

1. Board of Trustees Concerns
2. Recreation Programming (Superintendent Walczewski to attend)
3. Tarrytown Bakery Historic Mural
4. Fitness Center Memberships
5. Auditor RFP Review
6. Shared Services IMA – NYS DEC Grant for Recycling App
7. Declaration of Surplus – Old Metal Detector Court
8. Procurement Policy

Executive Session

- A. Board and Committee Appointments
- B. WI Boat Club
- C. Collective Bargaining



**From:** Karen Brown <kBrown@tarrytowngov.com>  
**Sent:** Monday, November 28, 2022 2:23 PM  
**To:** Myles Birrittella <myles@tarrytownbakery.com>; Richard Slingerland <rslingerland@tarrytowngov.com>  
**Cc:** Becky McGovern <bmcgovern@tarrytowngov.com>; Ernesto Cappello <Ernie@tarrytownbakery.com>; Vincenzo Conigliaro <enzo@tarrytownbakery.com>  
**Subject:** Re: Tarrytown Bakery Historic Mural

Myles, thanks for doing all this legwork. Let us get this on the board of trustees work session agenda to talk about what municipal regulations and procedures need to be followed. The wheels of Government and all that. Our next work session is pretty full already, Rich could we talk about it at the 12/14 meeting?

Sincerely,

Karen G. Brown  
 Mayor, Village of Tarrytown

**From:** Myles Birrittella <myles@tarrytownbakery.com>  
**Sent:** Monday, November 21, 2022 3:57:22 PM  
**To:** Karen Brown <kBrown@tarrytowngov.com>; Richard Slingerland <rslingerland@tarrytowngov.com>  
**Cc:** Becky McGovern <bmcgovern@tarrytowngov.com>; Ernesto Cappello <Ernie@tarrytownbakery.com>; Vincenzo Conigliaro <enzo@tarrytownbakery.com>  
**Subject:** Re: Tarrytown Bakery Historic Mural

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Good Afternoon Everyone,

Just wanted to give you an update to the Historic Mural Concept.

Tarrytown Bakery has contacted a firm that would take the image or images (possibly a collage) and apply to the wall using vinyl.

The life expectancy outside would be 5 years until any noticeable fading. Possibly more depending on how much sunlight exposure it gets. Which it gets plenty. Here's how it is done.

We would print on the vinyl and put a lamination over the print to protect it from the elements and it can be wiped down if needed.

However, the lamination does not protect it from Graffiti.

The vinyl would be installed and then heated into all of the grooves of the cinder block so it looks like it is painted on.

We have reached out to Sara Mascia and the Historical Society. We will be meeting her in December to look at images and choose numerous ones that we would welcome on

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the front of the building and let the committee or public decide which ones make the wall.

I've attached pictures of what the process looks like on a wall.

We will let you know how it goes with Sara.

Happy Thanksgiving to all.

Myles Birrittella

Get [Outlook for iOS](#)

**From:** Myles Birrittella <[myles@tarrytownbakery.com](mailto:myles@tarrytownbakery.com)>  
**Sent:** Thursday, November 10, 2022 4:38:34 PM  
**To:** Karen Brown <[kBrown@tarrytowngov.com](mailto:kBrown@tarrytowngov.com)>; Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Cc:** Becky McGovern <[bmcgovern@tarrytowngov.com](mailto:bmcgovern@tarrytowngov.com)>; Ernesto Cappello <[Ernie@tarrytownbakery.com](mailto:Ernie@tarrytownbakery.com)>; Vincenzo Conigliaro <[enzo@tarrytownbakery.com](mailto:enzo@tarrytownbakery.com)>  
**Subject:** RE: Tarrytown Bakery Historic Mural

Dear Mayor Brown,

I'm glad you like the idea, it was mine, lol. Just feel it would be a wonderful tribute to a time long ago. Ernie and Enzo the new bakery owners are fully supportive of the idea. Whatever committee is involved I would love to connect with the Historical Society to find some qualified photos to choose from. We could even have a vote on social media to pick a winner, have some fun with it. Hopefully it would be accomplished in 2023.

Myles

Sent from [Mail](#) for Windows

**From:** [Karen Brown](#)  
**Sent:** Thursday, November 10, 2022 4:20 PM  
**To:** [Myles Birrittella](#); [Richard Slingerland](#)  
**Cc:** [Becky McGovern](#)  
**Subject:** Re: Tarrytown Bakery Historic Mural

Myles, This is a great idea and could be the beginning of make this area becoming attractive . I'm not sure if I missed some emails, but I don't know where this idea originated. Are you offering up your wall or did the place making committee reach out to you?

In any case, thanks !

Sincerely,

Karen G. Brown  
Mayor, Village of Tarrytown

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RFP Audit Services

Results

	2023	2024	2025
Drescher & Malecki LLP			
Financial Audit	36,225	37,131	38,059
Justice Court Audit	3,000	3,075	3,152
	<u>39,225</u>	<u>40,206</u>	<u>41,211</u>
Single Audit, if required	4,500	4,613	4,728
PKF O'Connor Davies -			
Financial Audit includes Justice Court	32,000	33,000	34,000
Single Audit, if required	3,500	3,500	3,500
Nawrocki Smith			
Financial Audit includes Justice Court	36,000	36,000	37,000
EFPR Group, CPA's			
Financial Audit	32,900	34,000	35,200
Justice Court Audit	2,000	2,100	2,200
Preparation of Financial Statements	1,500	1,700	1,900
	<u>36,400</u>	<u>37,800</u>	<u>39,300</u>
Single Audit, if required	4,000	4,300	4,600
Nugent & Haeussler, P.C.			
Financial Audit includes Justice Court	33,500	34,750	36,000
Justice Court Audit	4,500	4,750	5,000
	<u>38,000</u>	<u>39,500</u>	<u>41,000</u>

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**2026**                      **2027**

39,010                      39,986

3,231                      3,311

**42,241**                      **43,297**

4,846                      4,967

**35,000**                      **36,000**

3,500                      3,500

**37,000**                      **38,000**

36,400                      37,700

2,300                      2,400

2,100                      2,300

**40,800**                      **42,400**

4,900                      5,200

37,250                      38,500

5,250                      5,500

**42,500**                      **44,000**

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**INTERMUNICIPAL AGREEMENT (IMA) FOR THE YEAR 2022**

**SHARED SERVICE IMA – NYS DEC GRANT FOR “RECYCLING APP”**

**BETWEEN THE FOLLOWING MUNICIPALITIES:**

1. City of New Rochelle
2. Town of Cortlandt
3. Town of Greenburgh
4. Town of Harrison
5. Town of New Castle
6. Town of Ossining
7. Village of Ardsley
8. Village of Bronxville
9. Village of Dobbs Ferry
10. Village of Elmsford
11. Village of Hastings on Hudson
12. Village of Irvington
13. Village of Mamaroneck
14. Village of Ossining
15. Village of Pelham
16. Village of Pleasantville
17. Village of Tarrytown
18. Village of Tuckahoe

**SHARED SERVICE IMA – NYS DEC GRANT FOR RECYCLING “APP”**

**THIS AGREEMENT** made effective January 1, 2022, through December 31, 2022, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (“TARRYTOWN”) and by and between the following list of municipalities, having places of business at the following locations:

1. City of New Rochelle, City Hall, 515 North Avenue, New Rochelle, NY 10801
2. Town of Cortlandt, 1 Heady St., Cortlandt Manor, NY 10567
3. Town of Greenburgh, 177 Hillside Avenue, Greenburgh, NY 10607
4. Town of Harrison, 1 Heineman Place, Harrison, NY 10528
5. Town of New Castle, 200 S. Greeley Avenue, Chappaqua, NY 10514
6. Town of Ossining, 16 Croton Avenue, Ossining, NY 10562
7. Village of Ardsley, 507 Ashford Avenue, Ardsley NY 10502
8. Village of Bronxville, 200 Pondfield Road, Bronxville, NY 10708
9. Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, NY 10522
10. Village of Elmsford, 15 S. Stone Avenue, Elmsford, NY 10523
11. Village of Hastings on Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706
12. Village of Irvington, 85 Main Street, Irvington, NY 10533

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13. Village of Mamaroneck, 123 Mamaroneck Avenue, Mamaroneck, NY 10543
  14. Village of Ossining, 16 Croton Avenue, Ossining, NY 10562
  15. Village of Pelham, 195 Sparks Avenue, Pelham, NY 10803
  16. Village of Pleasantville, 80 Wheeler Avenue, Pleasantville, NY 10570
  17. Village of Tarrytown, 1 Depot Plaza, Tarrytown, NY 10591
  18. Village of Tuckahoe, 65 Main Street, Tuckahoe, NY 10707

**WITNESSETH**

**WHEREAS**, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

**WHEREAS**, TARRYTOWN agreed to act as the lead entity on behalf of a group of municipalities in Westchester County, and applied for a multi-municipal grant to the New York State DEC for a shared “recycling app” and the municipalities (collectively the “Parties) have recognized the need to undertake efforts designed to increase sustainability of natural resources and encourage progress toward the goal of improving efforts to recycle municipal waste; and

**WHEREAS**, the Parties acknowledge that the recycling waste stream of commingled glass, metal and plastic, as well as paper and cardboard pulp, among other resources jointly recycled by communities in Westchester County make up a majority of the waste stream and if such materials are handled properly and treated as materials can be among the heaviest components of municipal trash sent to landfills or incinerators, and

**WHEREAS**, the Parties understand that recyclable materials are assets and resources that can be secured and traded and sold to turn such materials back into goods, reducing the reliance upon landfills and resulting in cleaner soil, water and air; and

**WHEREAS**, the Parties recognize that an advantage to establishing a standard, common platform for recycling saves money on the development of such “app” or program and results in a more uniform and more effective approach towards recycling for all of the participating municipalities, which this group hopes will expand heading into the future; and

**WHEREAS**, these eighteen (18) municipalities have determined that cooperating to secure this “recycling app” will result in a more efficient and effective approach, that is recognized, supported and funded by a grant from the NYS DEC to improve recycling efforts by all of the participating municipalities, and these twelve municipalities, the Parties, wish to work together and cooperate in this program through the execution of this Intermunicipal Agreement (“IMA”);



6.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. Sustainable Westchester (SW) is agreeing to work with a group of eighteen (18) municipalities for the calendar year 2022, in order to procure a shared, common platform “Recycling App” aka Recollect that can be used to answer common questions that residents of all municipalities have for their respective departments of public works, and to request follow-up or corrective services from public works departments, such as to pick up missed recycling collections, or other related questions and municipal services.
2. The Parties agree that the Village of Tarrytown has been designated the “lead” municipality in the joint recycling grant application to the New York State Department of Environmental conservation (NYS DEC) and TARRYTOWN has been awarded the grant, on behalf of the other municipalities and must take the following steps:
  - a. Tarrytown must execute the recycling grant with the New York State DEC
  - b. All participating municipalities must authorize and execute the IMA, including Tarrytown
  - c. Along with the IMA, all municipalities will also receive invoices as per their agreed upon service contracts signed with SW
  - d. All participating municipalities must forward their payments per the invoice received from SW, to be made payable to the Village of Tarrytown
  - e. Upon receipt of all of the monies on behalf of the participating municipalities, Tarrytown shall make payment on behalf of all of the participating municipalities to Sustainable Westchester, for all work performed during the 1st term of the one-year service contract.
  - f. The rights and privileges of all participating municipalities with SW as the service provider, shall be established, preserved and maintained.
  - g. Upon payment to SW, the Village of Tarrytown shall then apply for and seek reimbursement pursuant to the NYS DEC Recycling Grant, with any and all such funds to be deposited to the dedicated fund established for this purpose.
  - h. Upon receipt of any and all grant reimbursable funds from the NYS DEC Recycling Grant, the Village of Tarrytown shall then process payment through the normal channels for accounts payables, with each participating municipality receiving their proportionate share of the grant funds for this purpose.
3. The term of this IMA will effective for the calendar year for which the grant was awarded and in the future, if renewed by each municipal board, shall coincide with the calendar year, so that its term shall be from January 1 through December 31, to be renewed from year to year.

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4. Village of Tarrytown has offered to continue to coordinate as lead applicant for the same DEC grant opportunity assuming its availability. A revised IMA will be prepared by the Village of Tarrytown and sent to all municipalities in that event.
5. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
6. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and the City Council(s), Town Council(s) and Village Board of Trustees of each respective municipality has authorized execution of this Agreement.
7. All notices required hereunder shall be sent by e-mail, or by US Mail, First Class, or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed, if to TARRYTOWN, to the attention of the Village Administrator, and if to the other municipalities to the attention of their respective officials, listed as follows:
  - a. City of New Rochelle – Office of the City Manager
  - b. Town of Cortlandt – Office of the Town Supervisor
  - c. Town of Greenburgh – Office of the Town Supervisor
  - d. Town of Harrison – Office of the Town Supervisor
  - e. Town of New Castle – Office of the Town Administrator
  - f. Town of Ossining – Office of the Town Supervisor
  - g. Village of Ardsley – Office of the Village Manager
  - h. Village of Bronxville – Office of the Village Administrator
  - i. Village of Dobbs Ferry – Office of the Village Administrator
  - j. Village of Elmsford – Office of the Village Administrator
  - k. Village of Hastings on Hudson – Office of the Village Manager
  - l. Village of Irvington -- Office of the Village Administrator
  - m. Village of Mamaroneck -- Office of the Village Manager
  - n. Village of Ossining – Office of the Village Manager
  - o. Village of Pelham -- Office of the Village Administrator
  - p. Village of Pleasantville – Office of the Village Administrator
  - q. Village of Tarrytown -- Office of the Village Administrator
  - r. Village of Tuckahoe -- Office of the Village Administrator