



**Workers'
Compensation
Board**

Employee Claim

State of New York - Workers' Compensation Board

C-3

Fill out this form to apply for workers' compensation benefits because of a work injury or work-related illness. Type or print neatly. This form may also be filled out on-line at www.wcb.ny.gov.

WCB Case Number (if you know it):

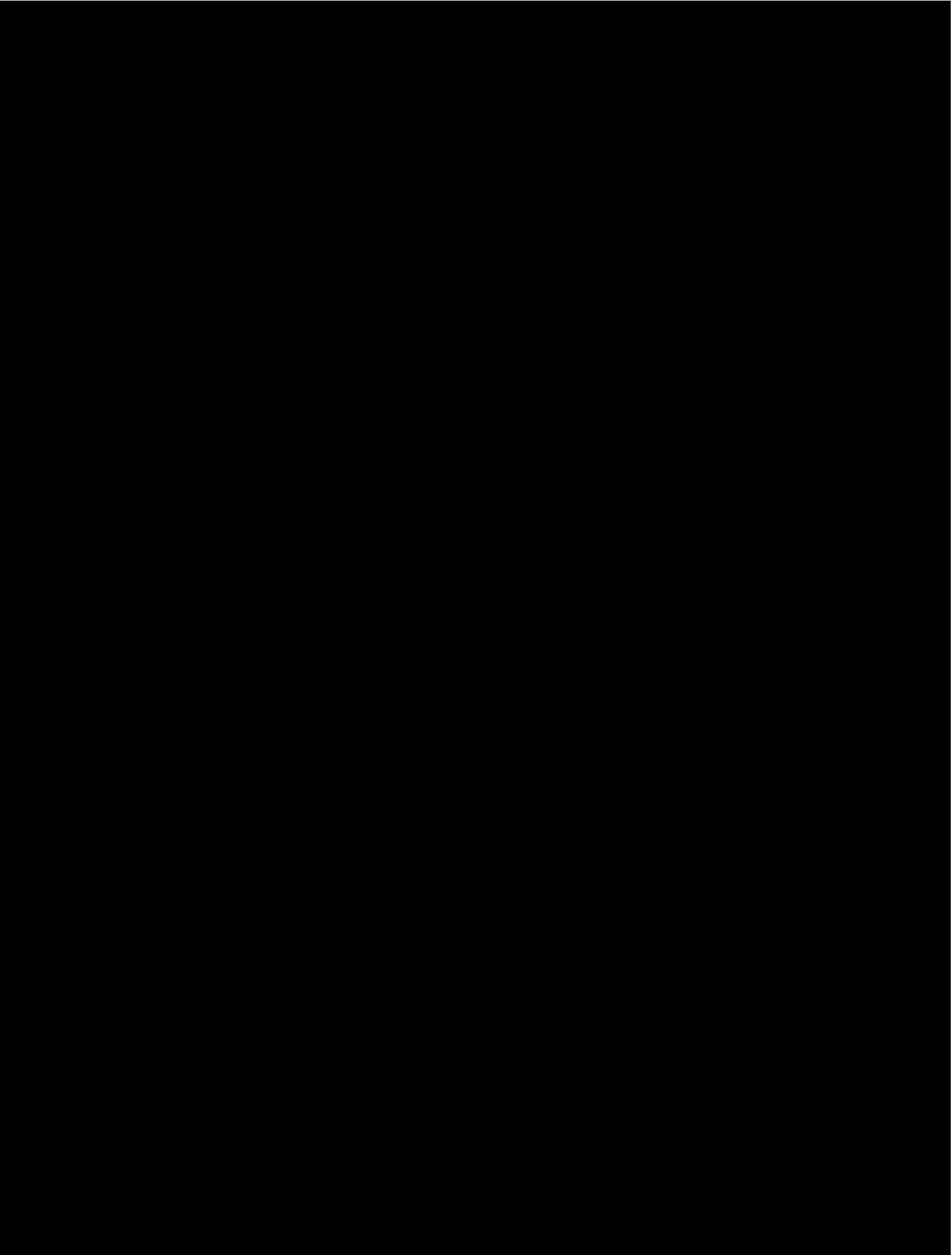
[Redacted area]

Signature of Attorney/Representative (if any): _____ Date: ____/____/____

Print Name: _____ Title: _____

ID No., if any: R _____ If Licensed Representative, License No.: _____ Expiration Date: ____/____/____

[REDACTED]



Village of Mamaroneck Police Department
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

Belsito-Maikish,

Incident Report

Incident #: 2020-09850

09/07/2020

Suspicious - Incident

Location of Incident: Harbor Island Park
Location of Incident Cross Street:
Time Received: 02:47 PM

Day of Week: Monday
Disposition: Documented Only

PERSONS INVOLVED

Caller

Home:

OLN:

Cell:

Other:

Person Interviewed

Home:

OLN:

Cell:

NY

NARRATIVE

Caller reports that a male was taking photographs of children in the playground, and when approached, the man advised that he worked for the town and the police commissioner and left in a maroon [REDACTED] with a plate of - [REDACTED]. Dispatched 312 and 314 to the location. 312 advises out with the vehicle in the east basin by the boat ramp. 311 advises out with the caller by the entrance to the playground. 312 advises the party is a village trustee taking photographs of the playground and how it is being used, no condition.

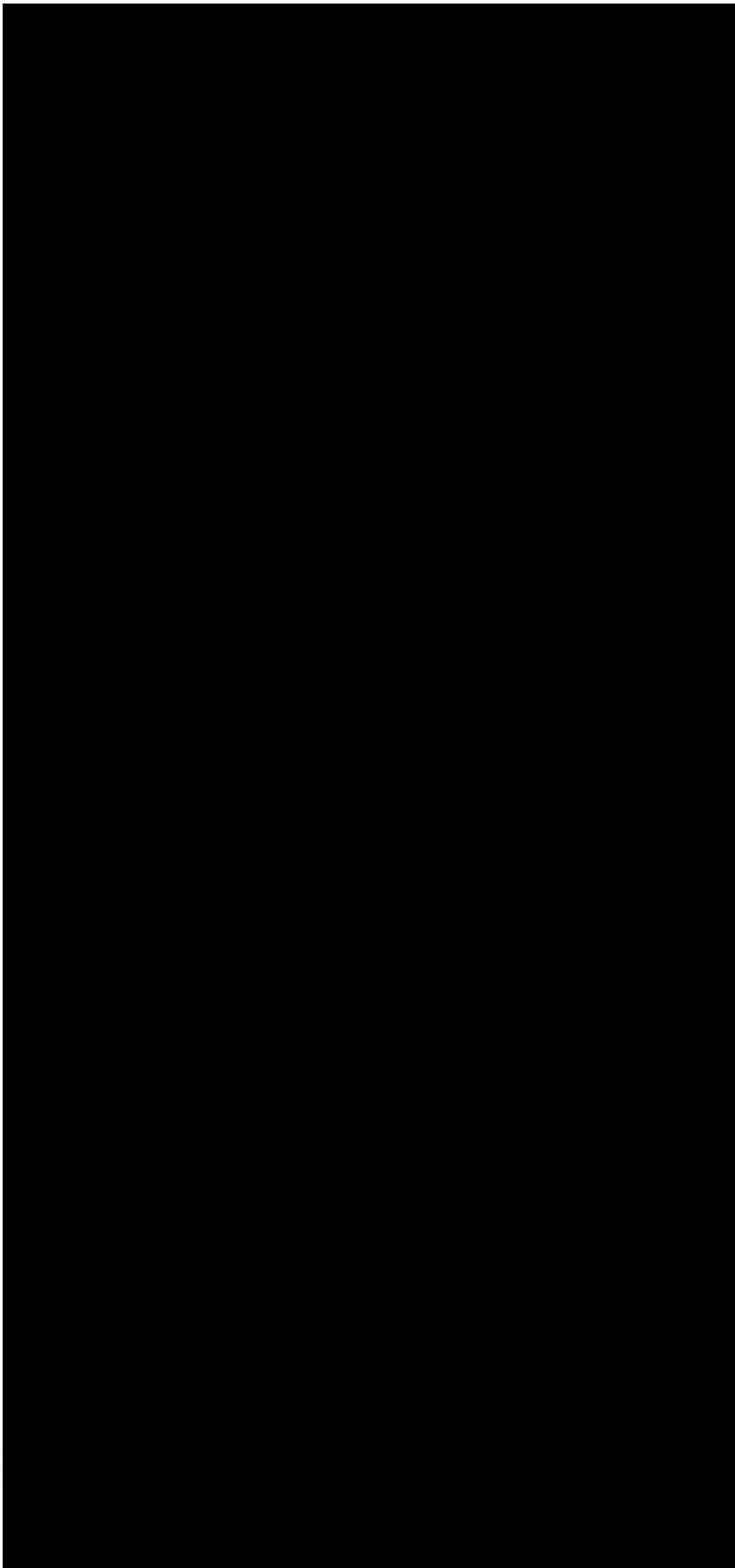
STOLEN

VEHICLES

Year	Make	Model	Color	Plate	State	Owner	Impounded	Towed To
[REDACTED]								

Supervisor

Officer



Village of Mamaroneck



*Village Hall at the Regatta
P.O. Box 369
123 Mamaroneck Avenue
Mamaroneck, NY 10543
<http://www.villageofmamaroneck.org>*

Tel (914) 777-7737
Fax (914) 777-7769

Village Manager's Employment Agreement

This agreement is entered into on the 24 day of January, 2019, between the Village of Mamaroneck (the "Village"), acting by and through its Board of Trustees, and Jerome Barberio (the "Manager").

The Board of Trustees of the Village hires the Manager to serve as Manager and Chief Executive Officer of the Village and the Manager agrees to serve as Manager and Chief Executive Officer of the Village upon the following terms and conditions.

1. **Duties.** The Manager will faithfully exercise all of the powers and perform all of the duties of the office of Village Manager, as set forth in Village Code § 76-1(A) and all other applicable laws. Specifically, and unless the applicable laws and ordinances are to the contrary, the Manager will, in a manner consistent with all applicable laws and the policies established by the Board of Trustees:

- a. attend all meetings of the Board of Trustees, both public and closed, unless otherwise directed by the Board of Trustees;
- b. appoint on behalf of the Village all other employees of the Village, other than elected officials, the Village Attorney, the Village Clerk-Treasurer, the officers and members of the Police Department;
- c. direct, assign, reassign, evaluate, discipline and terminate, in accordance with applicable law, all of the Village's employees and others subject to the Manager's power of appointment;
- d. organize, reorganize and arrange the Village's staff;
- f. develop and establish internal rules, regulations and procedures necessary for the efficient and effective operation of the Village; and
- g. perform all of the other duties customarily performed by the chief executive officer of an organization comparable to the Village.

2. **Term.** This agreement will remain in full force and effect until the day it is terminated by either the Board of Trustees or the Manager in accordance with paragraph 9.

3. **Compensation and Benefits.** The Village will pay the Manager \$176,000 in annual compensation in equal installments at the same time that the other management employees of the organization are paid. The Manager will also receive \$9,000 in annual compensation for serving as Executive Director of the

Village of



Mamaroneck

Village Hall At The Regatta

P.O. Box 369

123 Mamaroneck Avenue

Mamaroneck, N.Y. 10543

<http://www.villageofmamaroneck.org>

OFFICE OF
JERRY BARBERIO
VILLAGE MANAGER

Tel (914) 777-7703

Fax (914) 777-7760

Village Manager's Executive Retention Agreement

This agreement is entered into on the 22 day of January, 2020, between the Village of Mamaroneck (the "Village"), acting by and through its Board of Trustees, and Jerome Barberio (the "Manager").

The Board of Trustees of the Village employs the Manager to serve as Manager and Chief Executive Officer of the Village and the Manager agrees to serve as Manager and Chief Executive Officer of the Village upon the following terms and conditions.

1. **Duties.** The Manager will faithfully exercise all of the powers and perform all of the duties of the office of Village Manager, as set forth in Village Code § 76-1(A) and all other applicable laws. Specifically, and unless the applicable laws and ordinances are to the contrary, the Manager will, in a manner consistent with all applicable laws and the policies established by the Board of Trustees:

a. attend all meetings of the Board of Trustees, both public and closed, unless otherwise directed by the Board of Trustees;

b. appoint on behalf of the Village all other employees of the Village, other than elected officials, the Village Attorney, the Village Clerk-Treasurer, the officers and members of the Police Department;

c. direct, assign, reassign, evaluate, discipline and terminate, in accordance with applicable law, all of the Village's employees and others subject to the Manager's power of appointment;

d. organize, reorganize and arrange the Village's staff;

f. develop and establish internal rules, regulations and procedures necessary for the efficient and effective operation of the Village; and

g. perform all of the other duties customarily performed by the chief executive officer of an organization comparable to the Village.

2. **Term.** The term of this agreement will begin on January 28, 2020. This agreement will remain in full force and effect until the day it is terminated by either the Board of Trustees or the Manager in accordance with paragraph 9.

3. **Compensation and Benefits. Salary:**

a. \$193,600 effective January 28, 2020;

b. \$209,000 effective January 28, 2021;

c. \$217,450 effective January 28, 2022;

d. \$226,150 effective January 28, 2023.

Compensation for related moving expenses: The Manager will be reimbursed \$13,500 in moving expenses incurred from January 28, 2019 to September 30, 2019. The reimbursement will be paid on January 28, 2020 in one lump sum.

The Manager will also receive \$8,500 in annual compensation for serving as Executive Director of the Larchmont-Mamaroneck Cable TV Board of Control. Except as otherwise provided in this agreement, the Village will provide to the Manager all other compensation and benefits at the highest level provided to management employees of the Village. In addition, the Manager will earn credit in an employment security fund, which will be paid in accordance with paragraph 10, as follows: (i) on the first day of the Manager's employment, a credit in an amount equal to three month's gross compensation; (ii) on the first day of each of the next succeeding years of the Manager's employment, a credit in an amount equal to 1.5 month' gross compensation.

4. **Health insurance.** In addition to any other compensation due the Manager, the Village will provide the Manager, upon the Manager's request, health, hospitalization, surgical, vision, dental, optical and comprehensive medical insurance for the Manager and the Manager's family, equal to the most favorable coverage, and upon the same terms, provided to any new full-time employee of the Village at the time the Manager requests coverage.

5. **Vacation, sick and personal leave.** The Manager will accrue vacation leave at a rate of four weeks per year and sick leave at a rate of 1.25 days per month of employment. The Manager may accrue sick leave up to a maximum of 260 days and may carry over into the succeeding year one week of vacation leave, up to a maximum accrual of eight weeks of vacation leave. The Manager will be entitled to personal leave upon same terms as other Village employees.

6. **Retirement.** Village will enroll the Manager in the applicable state or local retirement system and will make all appropriate contributions on the Manager's behalf.

7. **Automobile.** The Managers duties require that he shall have use of a vehicle provided to him by the Village for Village business and local travel up to 60 miles to and from the Manager's residence. The Village shall be responsible for paying liability, property damage, and comprehensive insurance, and for purchase, operation, maintenance, fuel, repair and necessary replacement of said vehicle.

8. **Professional expenses.** The Village will budget, and pay, for up to \$6,500 per year, and subject to state and local ethics laws and purchasing policies, the Manager's:

- a. membership in professional organizations, including the International City Managers' Association (ICMA), New York Pest Management Association (NYPMA), International Society of Arborist (ISA), New York State County/City Management Association (NYSCCMA) and other related associations;

- b. travel to and attendance at annual meetings of the professional organizations of which the Manager is a member and travel to and attendance at courses, seminars and institutes necessary for the Manager's professional development;

- c. meals where the business of the Village is discussed or conducted and participation in social events of various organizations when representing the organization; and

- d. membership in local civic organizations as approved by the Board of Trustees.

9. Termination. The Manager's employment is terminated when:

a. a majority of the Board of Trustees votes to terminate the Manager's employment at a properly posted and duly authorized public meeting;

b. the Board of Trustees, or the voters who elect that board or any other body having authority to do so acts to amend any of the provisions of law pertaining to the role, powers, duties, authority or responsibilities of the Manager's position or otherwise substantially changes the form of government of the Village and the Manager elects to treat that amendment or change as an act terminating the Manager's employment;

d. the Manager resigns following an offer from the Board of Trustees of the Village to accept the Manager's resignation, whether formal or informal, or suggests that the Manager resign and the Manager elects to treat that action as an act terminating the Manager's employment;

e. the Manager dies or becomes totally disabled, which means that the Manager is unable on a continuous basis perform the obligations required of the Manager under this agreement, and the disability continues for a period of 260 consecutive work days;

f. the Board of Trustees of the Village determines after a public hearing and based upon clear and convincing evidence that the Manager has failed or refused comply with its lawful directives on at least three separate and unrelated occasions and that the Manager has persisted in each failure or refusal despite having been given reasonable notice of the alleged failure or refusal and a reasonable opportunity to comply;

g. the Manager is convicted of a crime or offense involving the misuse or misappropriation of public funds; or

h. the Manager resigns upon not less than 30 days' notice to the Board of Trustees.

10. Obligations of the parties upon termination. Upon termination, the Manager will be paid the compensation due the Manager through the date of termination and the amount due the Manager for the Manager's accrued vacation leave and sick leave. If the Manager's employment is terminated under subparagraph 9(a), (b), (c), (d) or (e), the Village will also pay to the Manager the earned balance which has accrued in the Manager's employment security fund. If the Manager's employment is terminated under subparagraph 9(f), (g) or (h), the Manager forfeits the balance in the Manager's employment security fund.

11. Performance evaluation. The Village will review the Manager's performance annually within 30 days of the anniversary of the effective date of this agreement. The evaluation will be conducted by whatever process and in whatever form the parties may agree, but, unless the parties agree in writing otherwise, the evaluation will include an initial session at which the Board of Trustees and the Manager discuss the extent to which the Manager has accomplished the goals and objectives established by the Board of Trustees for the preceding year a written evaluation setting forth the results of that discussion. Unless the Manager requests otherwise in writing, the evaluation will at all times be conducted in executive session of the Board of Trustees and will be confidential to the extent permitted by law.

12. Hours of work. The Village recognizes that the Manager must devote a great deal of time outside the normal office hours on business for the Village and to that end the Manager will be allowed

to establish a work schedule appropriate to the needs of the Manager and the Village.

13. **Ethical commitments.** The Manager will at all times uphold the tenets of the ICMA Code of Ethics. Specifically, the Manager will not endorse, contribute to or sign or circulate petitions for candidates for public office, participate in fundraising for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The Board of Trustees will not request the Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for any individual seeking or holding political office, nor to handle any personnel matter on a basis other than fairness, impartiality or merit.

14. **Indemnification.** The Village will defend, save harmless and indemnify the Manager against any obligation to pay money or perform or refrain from performing any act, including any and all losses and damages, including punitive damages, judgments, interest, settlement, penalties, fines, costs and expenses, including attorneys' and investigators' fees and litigation expenses, and any other costs or liabilities incurred by, imposed upon or suffered by the Manager resulting from or in connection with any investigation, claim, action, suit or proceeding, whether civil, criminal, arbitral, administrative or investigatory, actual or threatened, pending or completed, whether groundless or otherwise, arising out of or in connection with any act or omission, including reckless and intentional acts, related in any way to the performance of the Manager's duties or the exercise of judgment or discretion in connection with those duties. The Manager must co-operate in the defense of any investigation, claim, action, suit or proceeding that falls within the Village's obligations under this paragraph, but the Village may not settle or compromise any investigation, claim, action, suit or proceeding in which the Manager is a defendant or target without the Manager's consent. If the Manager requests, the Village will provide independent legal representation for the Manager at the Village's expense. The obligations or proceeding, including any appeals and will survive the termination of the Manager's employment.

15. **Bonding.** If the Village requires the Manager to obtain a fidelity or other bond, the Village will pay all costs associated with the bond.

16. **Entire Agreement.** This document sets forth the entire agreement between the Village and the Manager. It supersedes all prior agreements and understandings, whether oral or written, between them with respect to the terms of the Manager's employment. The failure of either party to enforce any right or remedy on any given occasion or under any specified circumstance will not be construed as or constitute a waiver of the right or remedy on any other occasion or under any other circumstances. No waiver of any right or remedy under this agreement will be effective unless it is set forth in a writing signed by the party which is claimed to have waived the right.

17. **Section headings.** The section headings in this agreement are provided for convenience only and will not affect its construction or interpretation.

18. **Construction.** All words used in this agreement are intended to be construed, in all cases, according to their fair meaning, and not for or against either party. The parties acknowledge that they have each reviewed this agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this agreement.

19. **Governing law.** This agreement will be governed by and construed in accordance with the laws

of the State of New York, without reference to its conflicts of laws principles. Venue for all actions arising under this agreement shall be in the state and federal courts in the State of New York and in the county in which the Village is located.

20. **Further assurances.** Each party will furnish any additional information, execute and deliver to any additional documents and do any other acts or things as the other may reasonably request for the purpose of carrying out the intent of this agreement.

21. **No assignment.** This agreement may not be assigned or assumed.

22. **Amendment.** This agreement may be amended only by a writing signed by or on behalf of each of the parties.

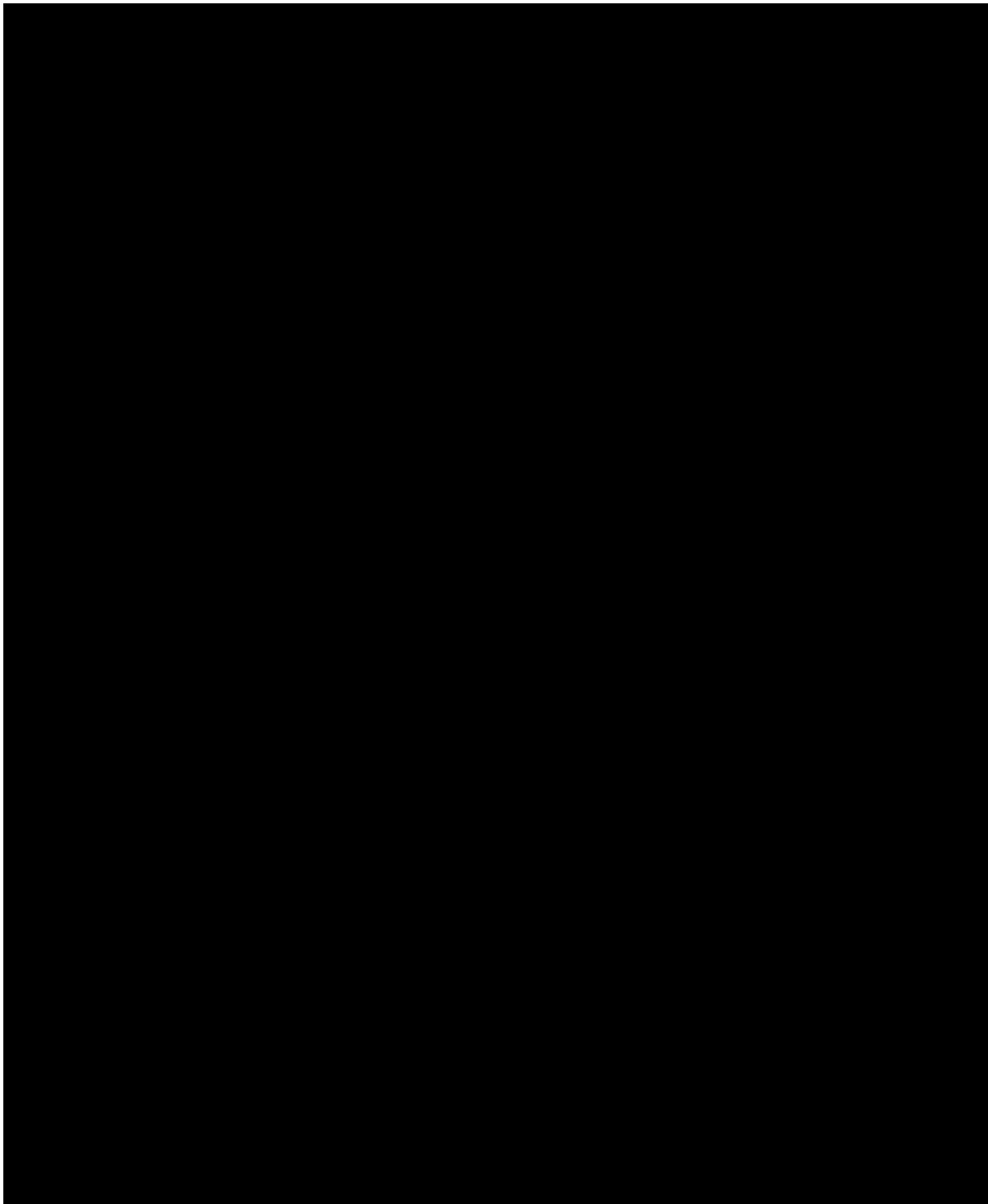
23. **Effective Date.** This agreement is effective when it is approved by the Board of Trustees.

The Village of Mamaroneck

By:

Thomas Murphy, Mayor

Jerome Barberio, Manager



Re: 130 Beach Avenue Condominium

Thomas A. Murphy <tmurphy@vomny.org>

Fri 10/29/2021 9:34 AM

To: Stuart Tiekert <tiekerts@yahoo.com>

Cc: Frank Tivolacci <ftivolacci@vomny.org>; Mayor and Board <MayorandBoard@vomny.org>; Jerry Barberio <jbarberio@vomny.org>; Robert Spolzano <rspolzano@abramslaw.com>

The "dirty work"? You narcissistic behavior knows no limits. People will access this he said , he said on the basis of each person's credibility.

Therefore Frank you have nothing to worry about. Mr Tiekert will say anything and use anyone to protect his illegal stream of income. Just keep doing your job Frank, no matter how difficult the circumstances and some residents behavior has become. Don't take the toxicity to heart. Mr. Tiekert's narcissist behavior is now legend in the community.

Respectfully,

Tom Murphy

Mayor, Village of Mamaroneck

On Oct 29, 2021, at 9:24 AM, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mr. Tivolacci,

You said in your email below " You did not take out a permit for the plumbing repair you recently completed in your second floor ceiling. " That is a lie and was a lie when you said it at least twice previously.

If you don't want to be accused of lying, don't lie.

You also may also want to reconsider doing the dirty work for the Mayor and Village Manager. It does not reflect well on you and I don't it is in your nature.

Sincerely,

Stuart Tiekert

On Friday, October 29, 2021, 09:14:02 AM EDT, Frank Tivolacci <ftivolacci@vomny.org> wrote:

Stuart I take the accusation of my lying to you both serious and personal. Did you not say to me that you had a drain pipe leaking in your ceiling and you needed a plumber to fix the leak ? Did not a plumber come to your residence and observe an open ceiling with a galvanized drain pipe that needed repair? Was broken ceiling material not removed in a pick- up truck from the work you performed ? When you answer these questions , I would be more inclined to respond to your numerous e mails .

There is nothing in your condominium bylaws that would preclude you from getting the proper permits from the municipality. In fact ,it states the opposite.

Pick a Plan, Any Plan?

stuart tiekert <tiekerts@yahoo.com>

Wed 7/15/2020 7:24 AM

To: Jerry Barberio <jbarberio@vomny.org>

Cc: Mayor and Board <MayorandBoard@vomny.org>; Frank Tavalacci <ftavalacci@vomny.org>

Dear Mr. Barberio,

I am writing to further document how dysfunctional the Village land use process is and how pointless our Building Department is as a regulatory body.

Attached to this email are two approved but conflicting set of plans for 207 Grand Street.

The first set of plans is twenty-three pages, was last revised 3/21/19 and was approved under the Building Inspectors stamp sometime in January 2020 (day of the month is illegible). This set of plans was reviewed by the Village Consulting Engineer on January 28, 2020.

The second set of plans is seven pages, was last revised 2/20/2020 and was approved under the Village Engineers stamp on on 3/17/2020. The plan set is essentially only stormwater management related. This set of plans was reviewed by the Village Consulting Engineer on February 26, 2020.

It should be noted that the second set of plans is NOT a revision of the first set. In fact, they aren't even labeled the same. The first set has a C-300 PROPOSED SITE DRAINAGE & UTILITY PLAN sheet and the second set has a C-301 PROPOSED SITE DRAINAGE & UTILITY PLAN & DETAILS sheet.

It should also be noted that under Village Code the Village Engineer has NO authority to approve stormwater management plan or SWPPPs/

it appears the second set of plans was submitted simply to further the gaming of the Villages apparently incredibly easily gamed Building Department and Village Consulting Engineer.

The second set of plans raises the basement floor of the house two feet but the first floor elevation only a foot resulting in a less than six and half foot basement. I am sure this is just another lie by this developer and the first floor will be raised further. The grade of the property is also shown as being raised up to two feet.

So which plan will the developer be allowed to build to? Will he be allowed pick and choose what he wants from each plan or just allowed to build however he wants like all sleazy developers who prey on the Village.

I believe this will be the first subdivision construction that will take place entirely your watch. If this scam is going to set the standard for how you allow your Building Department, staff and Licensed Professionals to operate, then so be it. It seems clear pretty that you consider their input to be equal to the word of God and mine to be worthless. That's fine, that's your choice.

For my part I will continue to document this scam as I have for last seven years and you can give my input whatever credence you want.

As I think I have made clear, I believe a Stop Work Order should be issued and the property owner should be required to return to the Planning, as required by code, to have the subdivision

and SWPPP reviewed and approved.

Sincerely,

Stuart Tiekert

----- Forwarded Message -----

From: stuart tiekert <tiekerts@yahoo.com>
To: Jerry Barberio <jbarberio@vomny.org>
Cc: Mayor and Board <mayorandboard@vomny.org>
Sent: Tuesday, July 14, 2020, 07:46:32 PM EDT
Subject: Re: Failed Stormwater - 207 Grand Street

On Monday, July 13, 2020, 06:57:42 AM EDT, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mr. Barberio,

I am writing to add to the list of problems with the SWPPP and stormwater management plan for 207 Grand Street.

As far as the code required SWPPP goes, based on Village FOIL responses, there is none. Why this construction has been green lighted without one is a question only you or your staff can answer

In addition to the numerous defects in the stormwater management plan listed below it must be noted that NO pretreatment of stormwater has been provided as required by Chapter 294 and the Stormwater Design Manual.

Also, the .64 percent slope of the pipe from the driveway trench drain to the NDS DRAIN INLET CONTROL is woefully under the accepted standard minimum of 2 percent.

Additionally, as I wrote the Acting Building Inspector, just like The Mason it appears we have another construction project underway without a set of approved plans as required by code.

If the Acting Building Inspector is not willing to stop this project until the numerous errors, inconsistencies and omissions have been corrected I hope you will either direct him to or fire him.

Sincerely,

Stuart Tiekert

On Saturday, July 4, 2020, 11:08:05 AM EDT, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mr. Barberio,

I am writing because I understand that you have dipped your toes into stormwater, pardon the pun, but its unclear to me how much of the practical aspects you understand and how much misinformation you have received from staff.

All my comments are based on the NYSDEC Stormwater Design Manual ("SWDM"), Village Code Chapter 294 - Stormwater Management, village records and photographs like the one below, taken this morning, of the excavation at 207 Grand Street.

In the photo there is still standing water, approximately nine hours after last night's rainfall ended.

Just like the Village's pandemic response, stormwater management is based on science. The SWDM manual is the guidance NY municipalities are given, based on that science, to meet the regulatory requirements of the Village's Stormwater Pollutant Discharge Elimination System permit.

Chapter 294 requires that any stormwater management practice ("SMP") meet the standards of the SWDM.

The first engineering step required by the SWDM in the design of any SMP based on infiltration is to determine the infiltration rate of the soil.

The SWDM, in Appendix D, clearly lays out how both the deep hole testing and infiltration testing is to be performed.

Appendix D testing is used to determine whether the function of an infiltration SMP will be compromised by either a high groundwater table, ledge rock or too slow an infiltration rate.

The infiltration rate is also used to calculate the amount of storage needed to meet the SWDM requirement that a SMP be voided of water within 48 hours of the end of a rain event.

I have written you that I believe all Appendix D testing on the 207 Grand site was both wrong and bogus, likely a creation of the engineer's vivid imagination. I am doubling down on that opinion at this point.

We can both do the math. The applicant's submitted testing claimed three inches an hour of infiltration. In nine hours that is twenty seven inches. Nine hours after the last rain there is still water in the hole. Not good.

Additionally, as can be seen in the second photo, most of what they are pulling out of the hole now appears to be granite ledge rock, which would preclude the use of **any** infiltration SMP on the site.

You know it is my opinion that the Acting Building Inspector issued this Building Permit in error based on the ex Village Planner leaving his lane and deciding that the subdivision did not need to go back to the Planning Board. At the last ZBA meeting the members cast their votes assuming this matter would return to the Planning Board.

Despite not returning to the Planning Board the subdivision resolution granted carries the following condition.

conditions. If the Applicant, during the course of construction, encounters such conditions as flood areas, underground water, soft or silty areas, improper drainage, insufficient sized piping or any other unusual circumstances or conditions that were not foreseen in the original planning, he shall report such conditions immediately to the Village Engineer. The Applicant may submit, if he so desires, his recommendations as to the special treatment to be given to such conditions to secure adequate, permanent and satisfactory construction. The Village Engineer, without unnecessary delay, shall investigate the condition or conditions, and shall either approve the Applicant's recommendations to correct the conditions, order a modification thereof, or issue his own specifications for the correction of the conditions. In the event the Applicant disagrees with the decision of the Village Engineer, or the Village Engineer determines that correction of the condition(s) would result in a significant change to the plan(s) approved by the Planning Board, the matter shall be decided by the Planning Board. Any such conditions observed by the Planning Board or its agents shall be similarly treated."

Clearly, there is improper drainage and conditions that were not foreseen in the original planning.

Has the applicant notified the Village? Has the Village made recommendations of how to deal with the unforeseen circumstances?

Everything about this project screams "STOP!". At the end of the day science and factual evidence need to be respected.

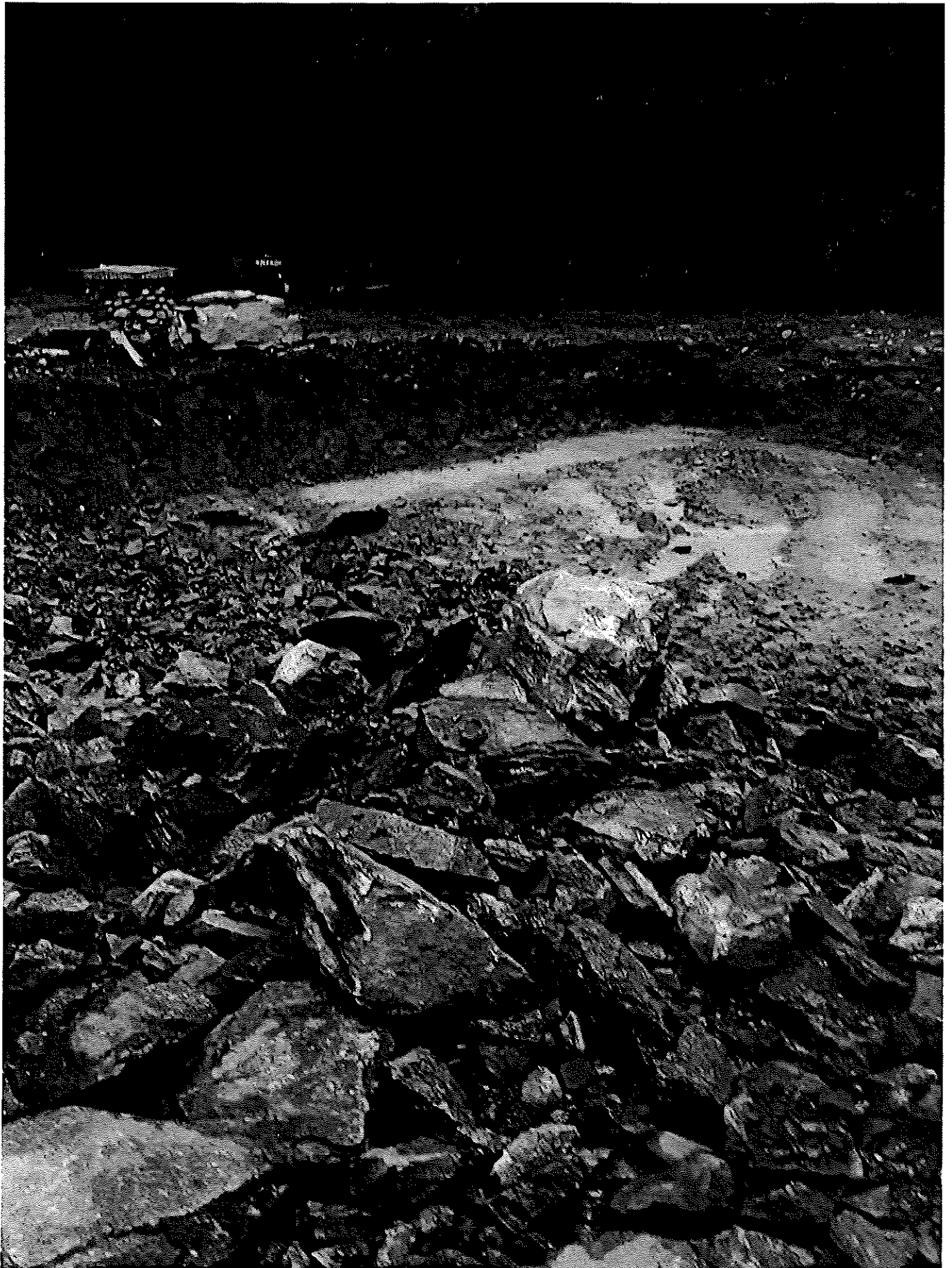
I urge you to see that the Building Inspector issues a Stop Work Order until it is determined, based on the now known field conditions, what modifications must be made to support any infiltration SMP on this site. It may well be that given the low infiltration rates that a non-infiltration based SMP needs to be designed.

I also urge you to see that this is returned to the Planning Board for review as the code requires and the ZBA expected.

Sincerely,

Stuart Tiekert





Re: 130 Beach Avenue Condominium

Kelly Wenstrup <kwenstrup@vomny.org>

Fri 10/29/2021 9:37 AM

To: Stuart Tiekert <tiekerts@yahoo.com>

Cc: Frank Tavalacci <ftavalacci@vomny.org>; Mayor and Board <MayorandBoard@vomny.org>; Jerry Barberio <jbarberio@vomny.org>; Robert Spolzino <rspolzino@abramslaw.com>

Stuart, please stop these threatening, accusatory emails! This has gone well beyond the point of outrageous. Stuart, you are doing such harm to our Village. If you — as we all — want departments and Village government to function for all our residents, please exercise some restraint. Requests for information need not include accusations. Just request the information.

You all know by now that I believe defending our Village staff is a responsibility, necessary to protect our Village's ability to serve its residents. Daily emails filled with criticism and baseless accusations undermine the ability of Village employees to function. That hurts us all. Please, step back and see the larger picture here. Our staff are working under the strain of low morale, high turnover (particularly in building / planning / engineering) and vitriol in daily correspondent. It's too much. Rather than getting better, I fear it's getting worse.'

We must find a way to ensure that staff know we support them and their work. That we value their dedication under difficult circumstances and unprecedented disasters. Our conversations about how to make that happen should continue, and I hope we can find some solutions. This is simply unsustainable.

Kelly WENSTRUP

She, Her, Hers

kwenstrup@vomny.org

On Oct 29, 2021, at 9:24 AM, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mr. Tavalacci,

You said in your email below " You did not take out a permit for the plumbing repair you recently completed in your second floor ceiling. " That is a lie and was a lie when you said it at least twice previously.

If you don't want to be accused of lying, don't lie.

You also may also want to reconsider doing the dirty work for the Mayor and Village Manager. It does not reflect well on you and I don't it is in your nature.

Sincerely,

Stuart Tiekert

On Friday, October 29, 2021, 09:14:02 AM EDT, Frank Tavalacci <ftavalacci@vomny.org> wrote:

Stuart I take the accusation of my lying to you both serious and personal. Did you not say to me that you had a drain pipe leaking in your ceiling and you needed a plumber to fix the leak ? Did not a plumber come to your residence and observe an open ceiling with a galvanized drain pipe that needed repair? Was broken ceiling material not removed in a pick- up truck from the work you performed ? When you answer these questions , I would be more inclined to respond to your numerous e mails .

There is nothing in your condominium bylaws that would preclude you from getting the proper permits from the municipality. In fact ,it states the opposite.

I will await your response

Frank Tavalacci

Building Inspector

From: stuart tiekert <tiekerts@yahoo.com>
Sent: Monday, October 25, 2021 11:42 AM
To: Frank Tavalacci <ftavalacci@vomny.org>
Cc: Mayor and Board <MayorandBoard@vomny.org>; Robert A. Spolzino <rspolzino@vomny.org>
Subject: Re: 130 Beach Avenue Condominium

Dear Mr. Tavalacci,

As I understand the law, municipalities have no say over what form private property is held in so I don't know why you feel that the Village has been treated discourteously. If that is incorrect I hope the Village Attorney can correct me, I have copied him.

Additionally, it is highly unprofessional for you to continue to lie about my actions regarding work I have performed in my unit. I understand this kind behavior may play well with the Mayor and Manager but it doesn't change how unprofessional and dishonest it is. I have advised you at least twice before that I have done NO plumbing repair, and that I will obtain any necessary permits when I do work. Please stop lying.

The vast, vast majority of my FOIL requests would be unnecessary if the Building Department was maintaining your Portal to any acceptable standard.

I know the Village has received the 130 Beach Avenue Condominium and Bylaws, I dropped them off with a cover letter that was stamped "RECEIVED" by the Village on September 17, 2021. My question to you below was whether, as I requested, the Bylaws and Declaration have been added to the 130 Beach Avenue and 515 Pine Street files because I have been unable to verify that through the Building Department Portal.

many, I have been informed that there are currently two permit applications from unit owners submitted to the Building Department without the required Consent Agreements from the 130 Beach Avenue Condominium. I urge you to not issue permits until those applications are submitted properly.

Thanks,

Stuart Tiekert

On Monday, October 25, 2021, 09:58:26 AM EDT, Frank Tivolacci <ftivolacci@vomny.org> wrote:

Stuart The Village already had a copy of the original condominium declaration and bylaws. I believe this was received after the parcel was already converted, and after the fact. The village had no prior knowledge of the conversion taking place. There was something intrinsically wrong with this right up front. This was in addition to the work enclosing the stairwells and converting the den into a kitchen without the Village's knowledge. You are asking me for the courtesy of a reply, yet that courtesy does not extend to the Village. You have done little to correct the illegal apartment on the third floor. You did not take out a permit for the plumbing repair you recently completed in your second floor ceiling. You have not allowed inspectors to observe the work that was done. This follows the same pattern you have been employing for thirty years. Originally, I was not certain why there were so many emails and Foil requests monthly. I now have that answer.

Your voluminous requests are not because you genuinely are concerned for following our codes or the interests of the Village and its residences, but your own. You have criticized every department and member of this Village except yourself. If you take a hard look in the mirror, you may realize it. I will not answer any of your future requests until you correct your own shortcomings.

Frank Tivolacci

Building Inspector

From: stuart tiekert <tiekerts@yahoo.com>
Sent: Monday, October 25, 2021 7:23 AM
To: Frank Tivolacci <ftivolacci@vomny.org>
Cc: Mayor and Board <MayorandBoard@vomny.org>
Subject: Re: 130 Beach Avenue Condominium

Dear Mr. Tivolacci,

The courtesy of a reply is appreciated.

Sincerely,

Stuart Tiekert

On Tuesday, October 19, 2021, 07:45:31 AM EDT, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mr. Tivolacci,

I am writing because on September 17, 2021 as President of the 130 Beach Avenue Condominium I submitted to the Building Department a letter and the 130 Beach Avenue Condominium's Declaration and Bylaws.

Please confirm that you have received that submission and it has been placed in the 130 Beach Avenue and 515 Pine Street files.

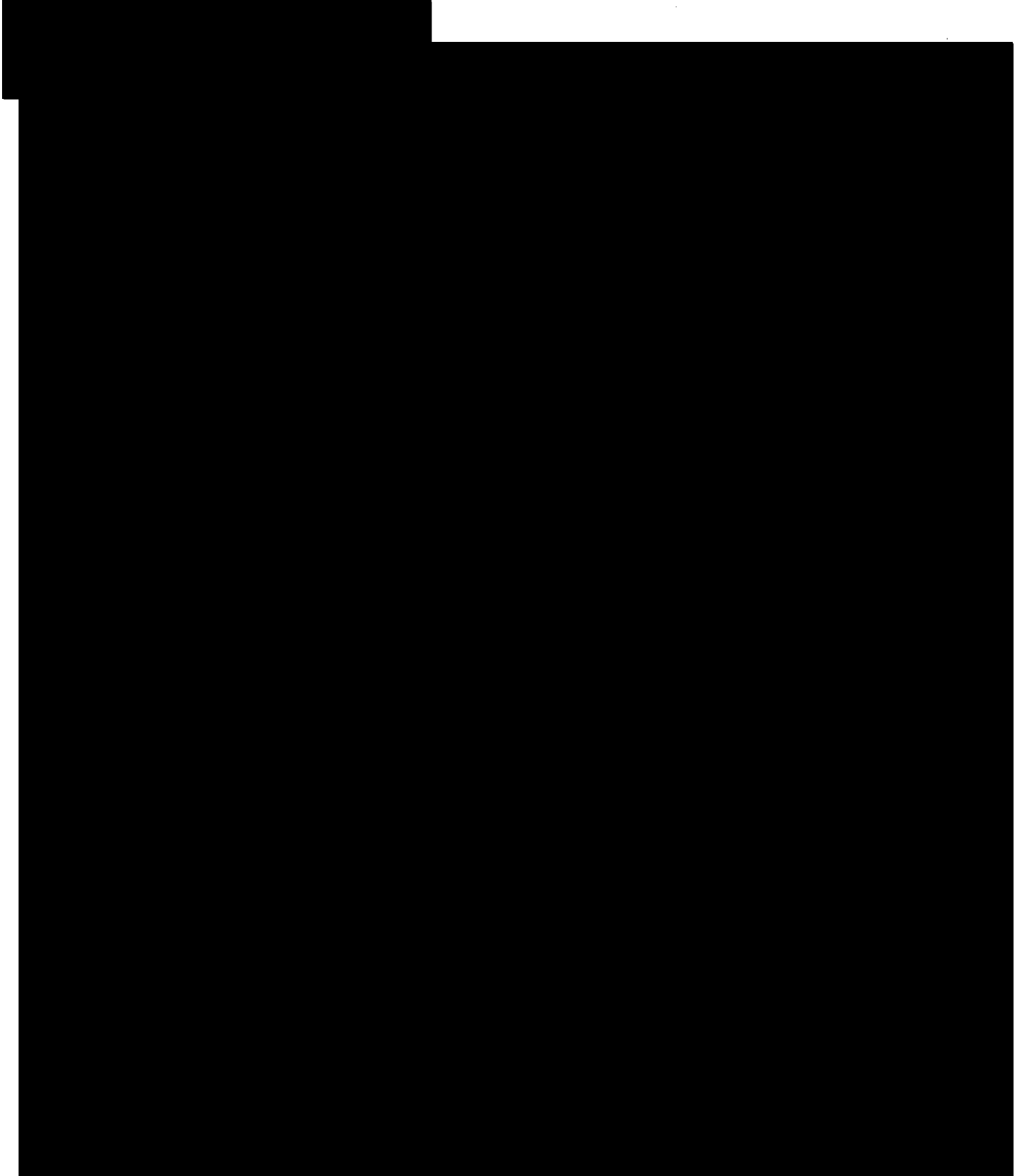
Sincerely,

Stuart Tiekert

Re: Tonight's Executive Item

Jerry Barberio <jbarberio@vomny.org>

Mon 12/7/2020 5:31 PM



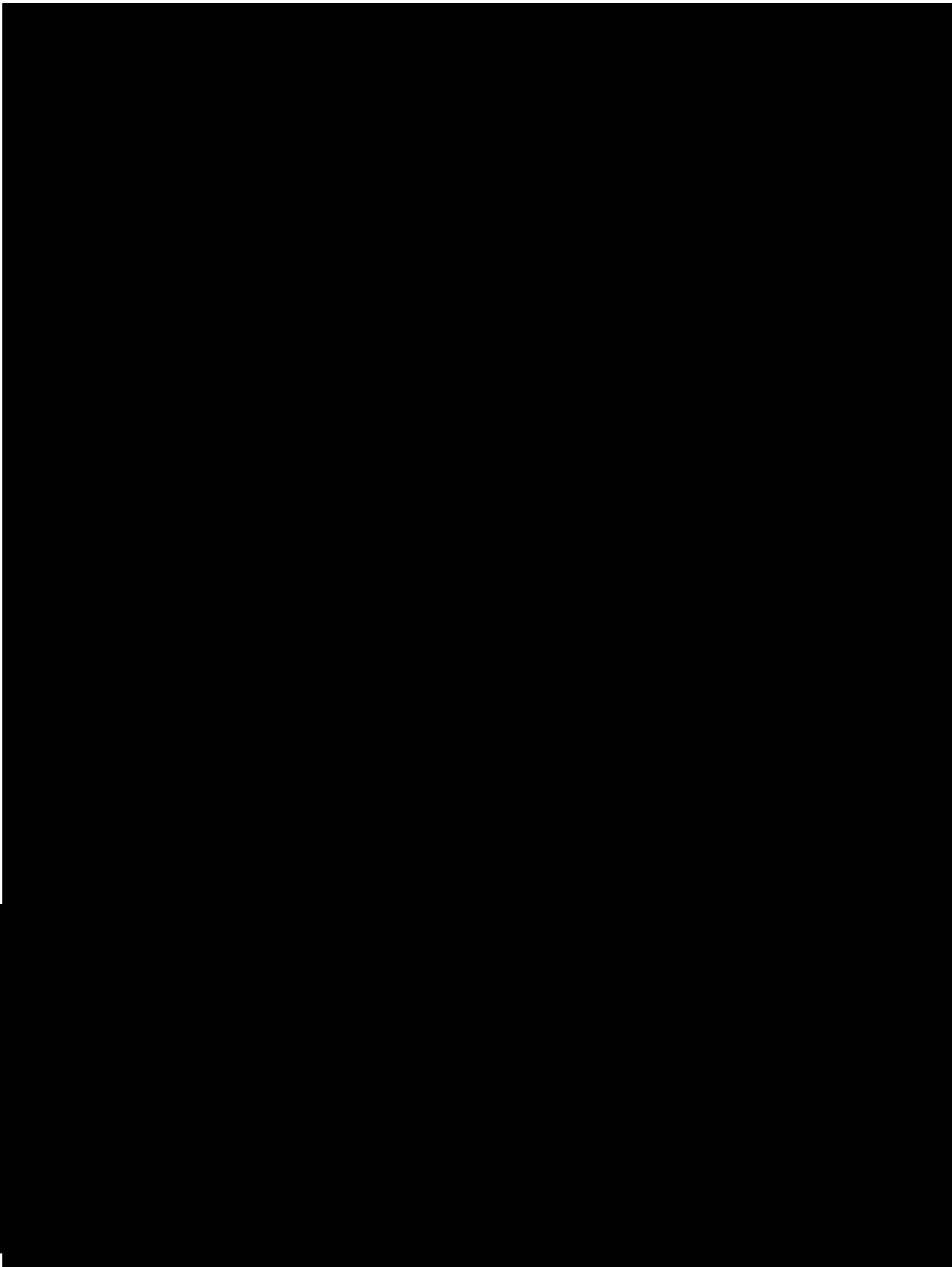
From: Jerry Barberio

Sent: Monday, October 26, 2020 4:31 PM

To: Mayor and Board <MayorandBoard@vomny.org>

Cc: rspolzino@abramslaw.com <rspolzino@abramslaw.com>; Danielle Gilliard
<dgilliard@vomny.org>; Christy Mason <cmason@abramslaw.com>

Subject: Tonight's Executive Item



Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

Phone 914-777-7706

Fax 914-777-7760

E-mail jbarberio@vomny.org

<Outlook-qg2dvpuy.png>


<Outlook-wjri4yvh.png>

Confidential Email

This e-mail communication and any files transmitted with it contain privileged and confidential information from the Westchester County District Attorney's Office. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. Thank you.

Fw: Executive Session

Jerry Barberio <jbarberio@vomny.org>



Jerry Barberio
Village Manager
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

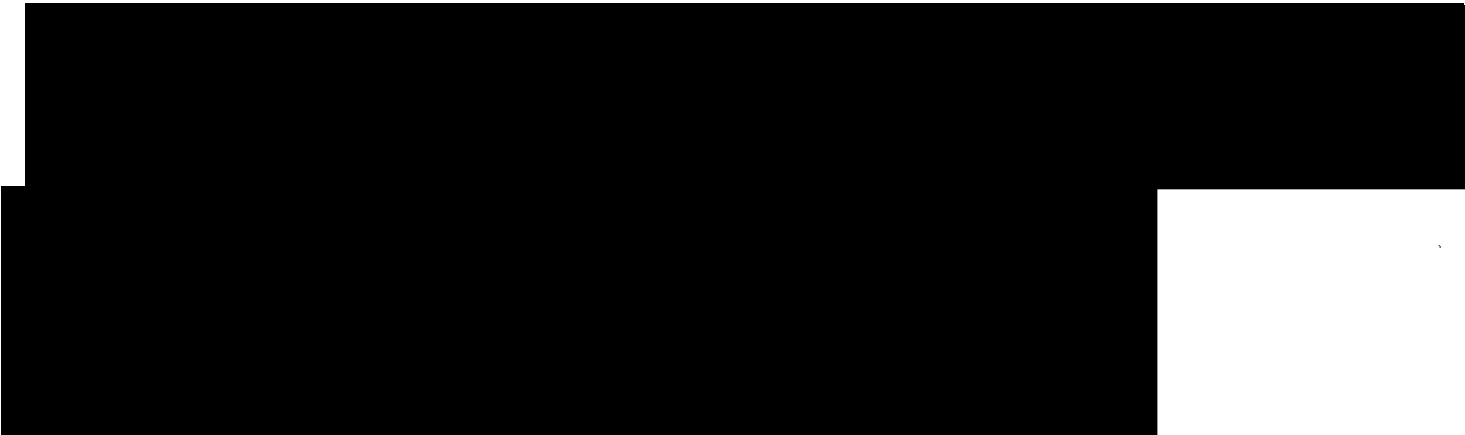
Phone 914-777-7706
Fax 914-777-7760
E-mail jbarberio@vomny.org

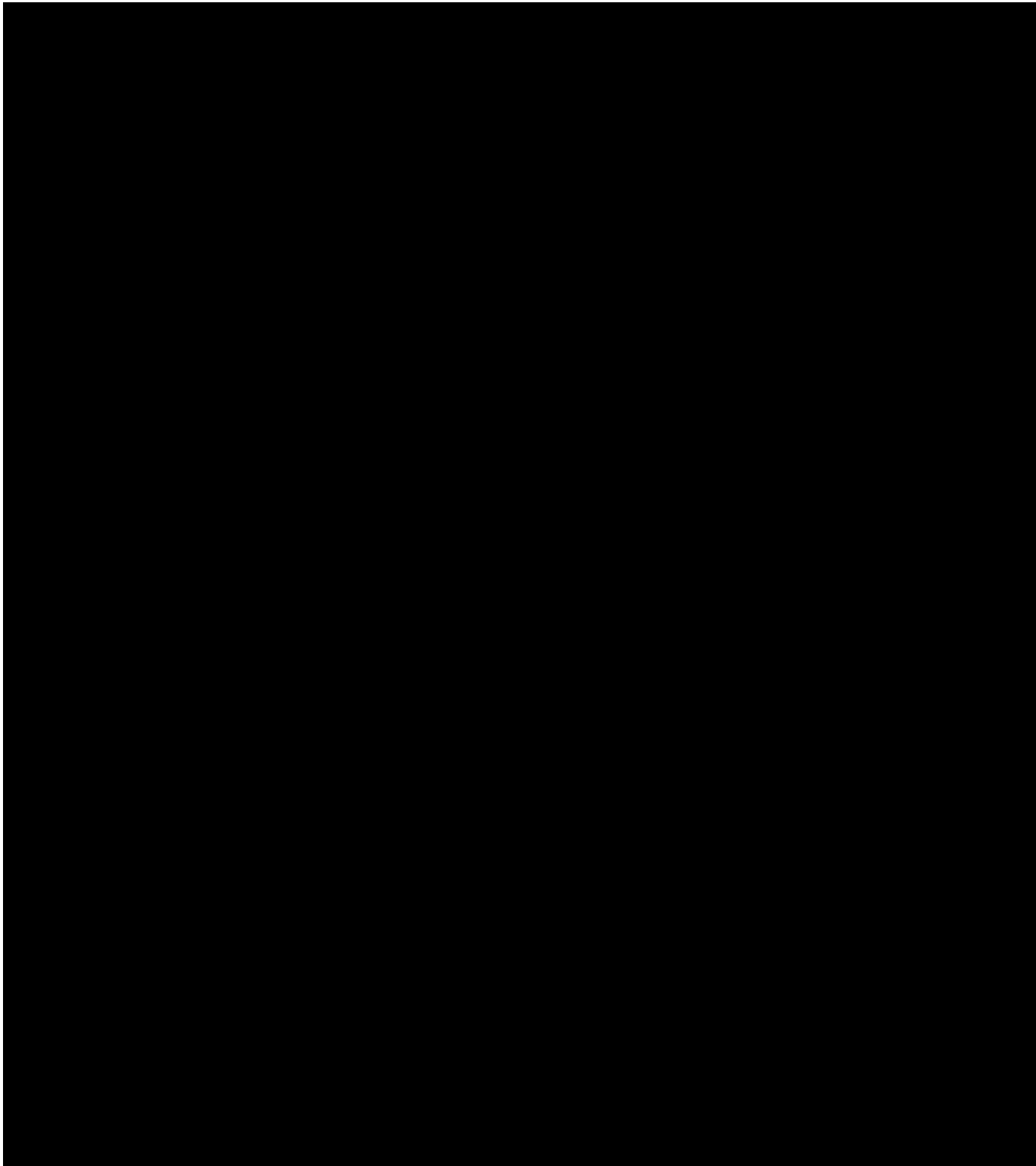
**To Our Mamaroneck
Essential Employees
Health Care Workers
&
First Responders**

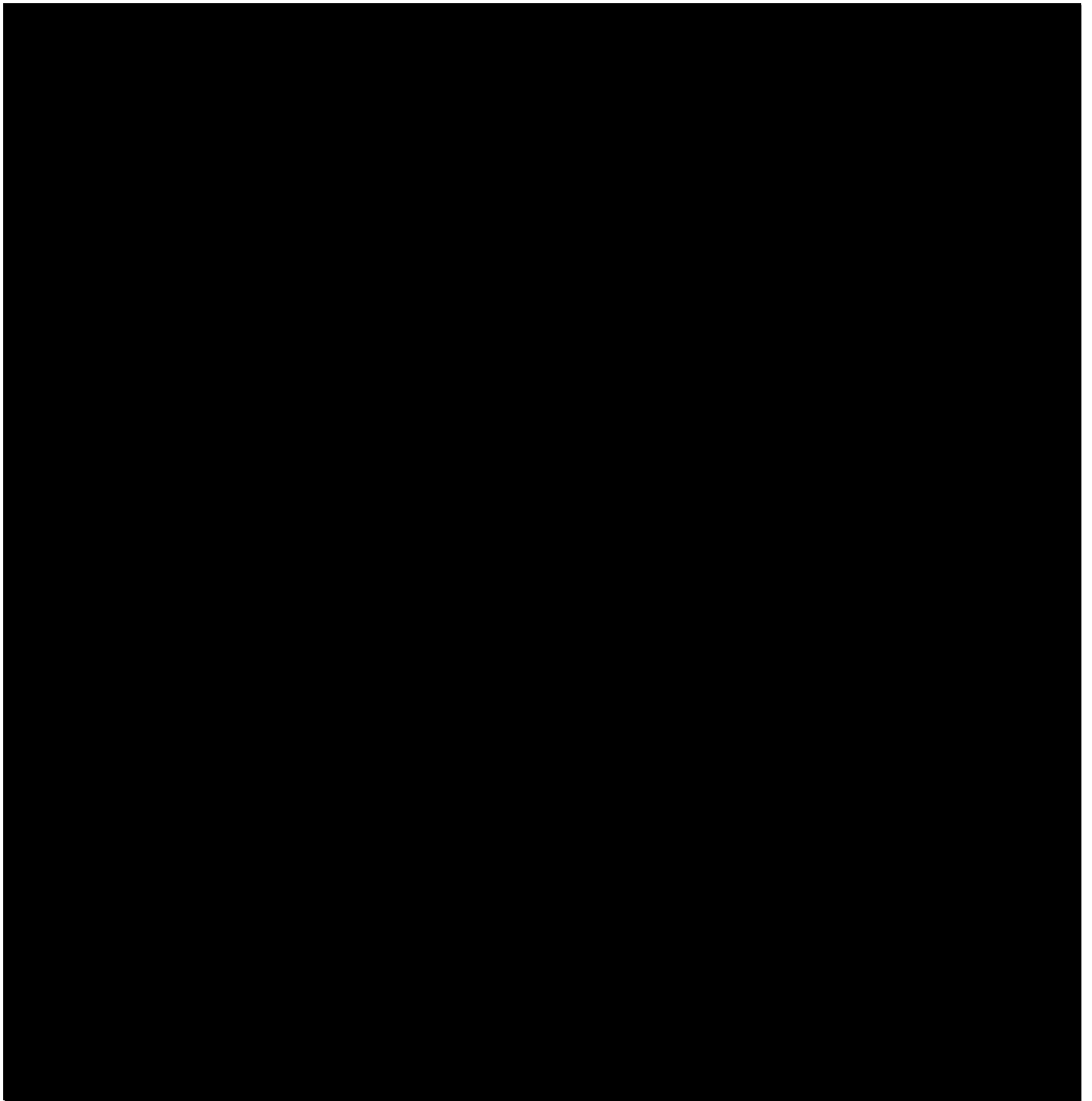
THANK YOU

From: Danielle Gilliard <dgilliard@vomny.org>

Sent: Monday, February 22, 2021 3:14 PM

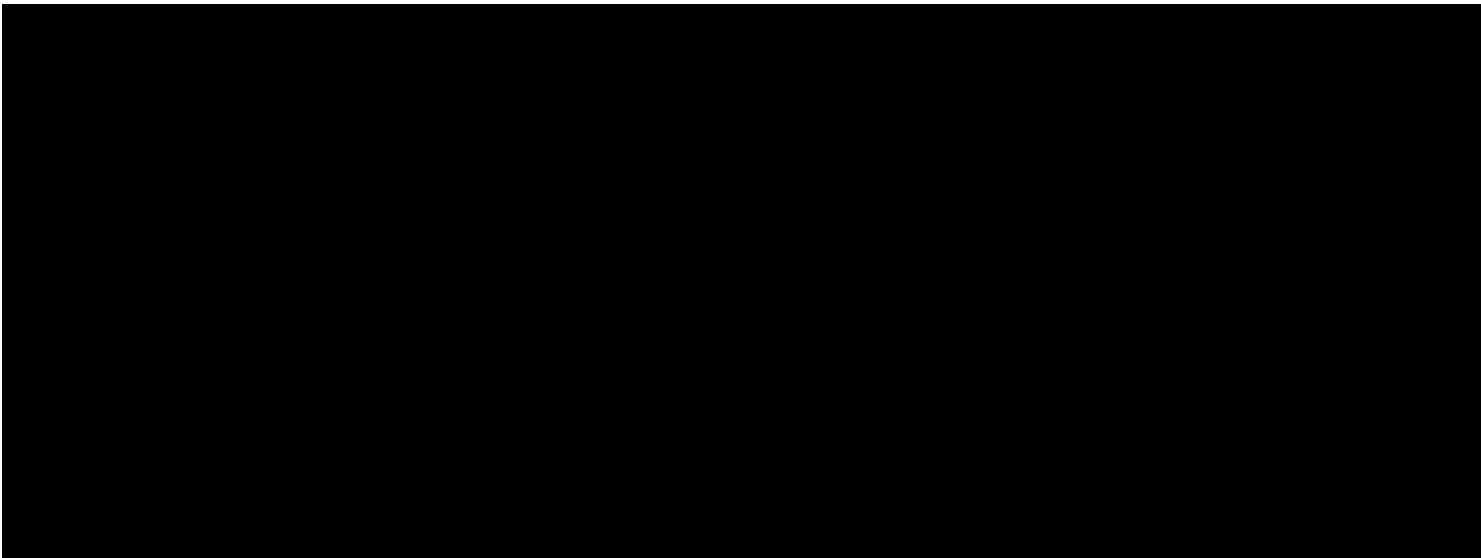






Danielle Gilliard

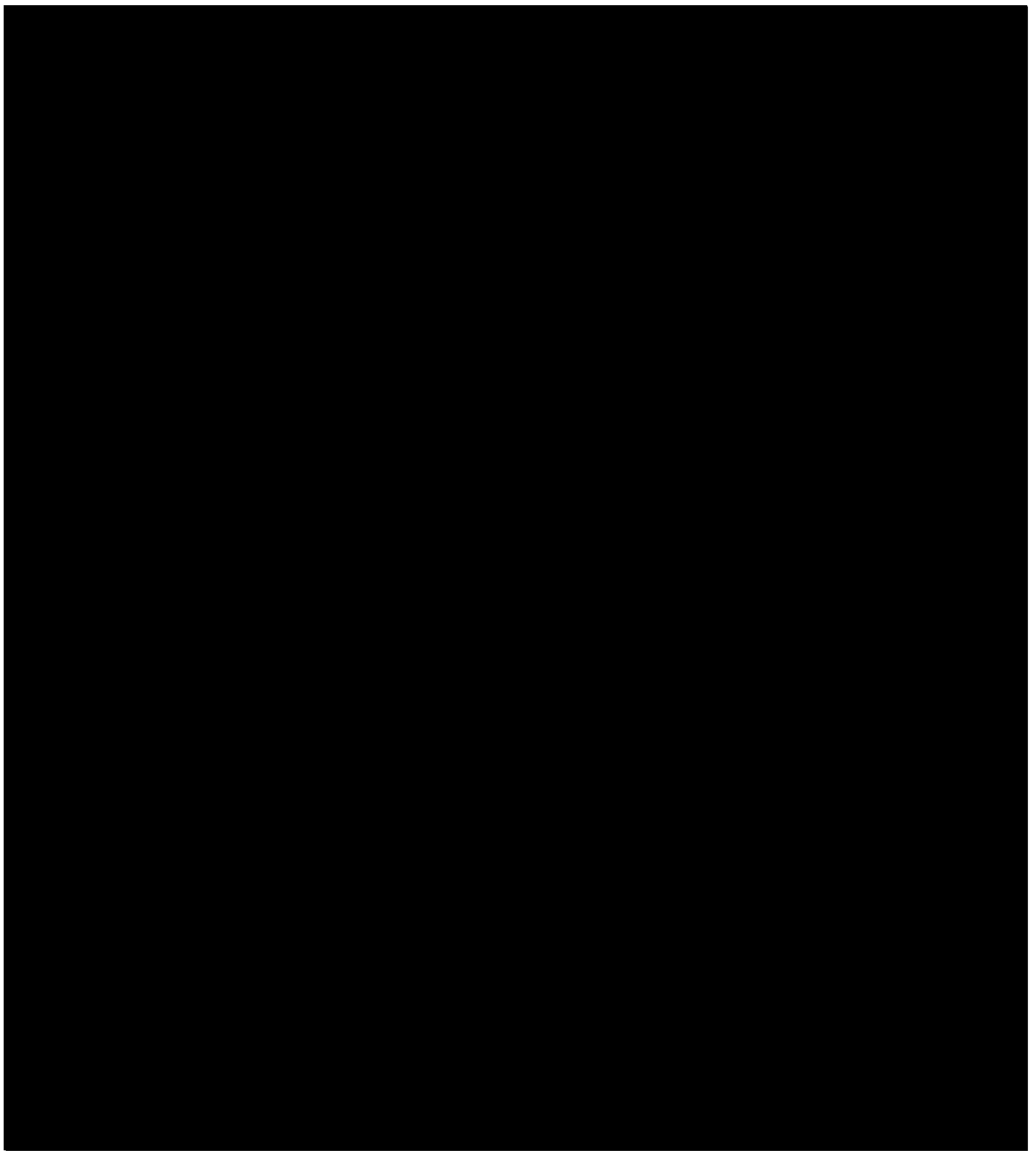
From: Karen Johnson
Sent: Tuesday, November 10, 2020 11:38 AM
To: Danielle Gilliard
Cc: Jerry Barberio
Subject: Regarding Oct. 29th

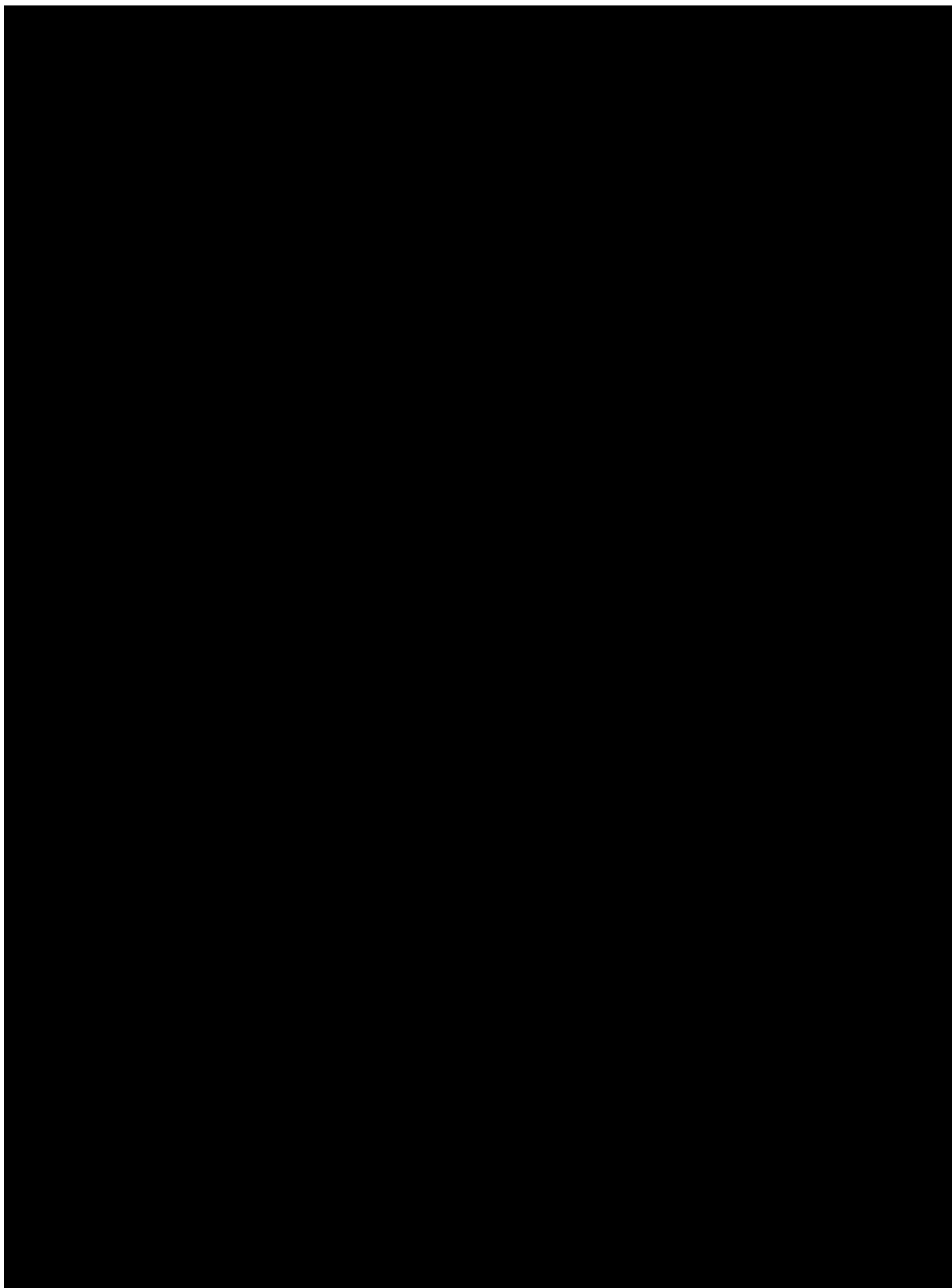


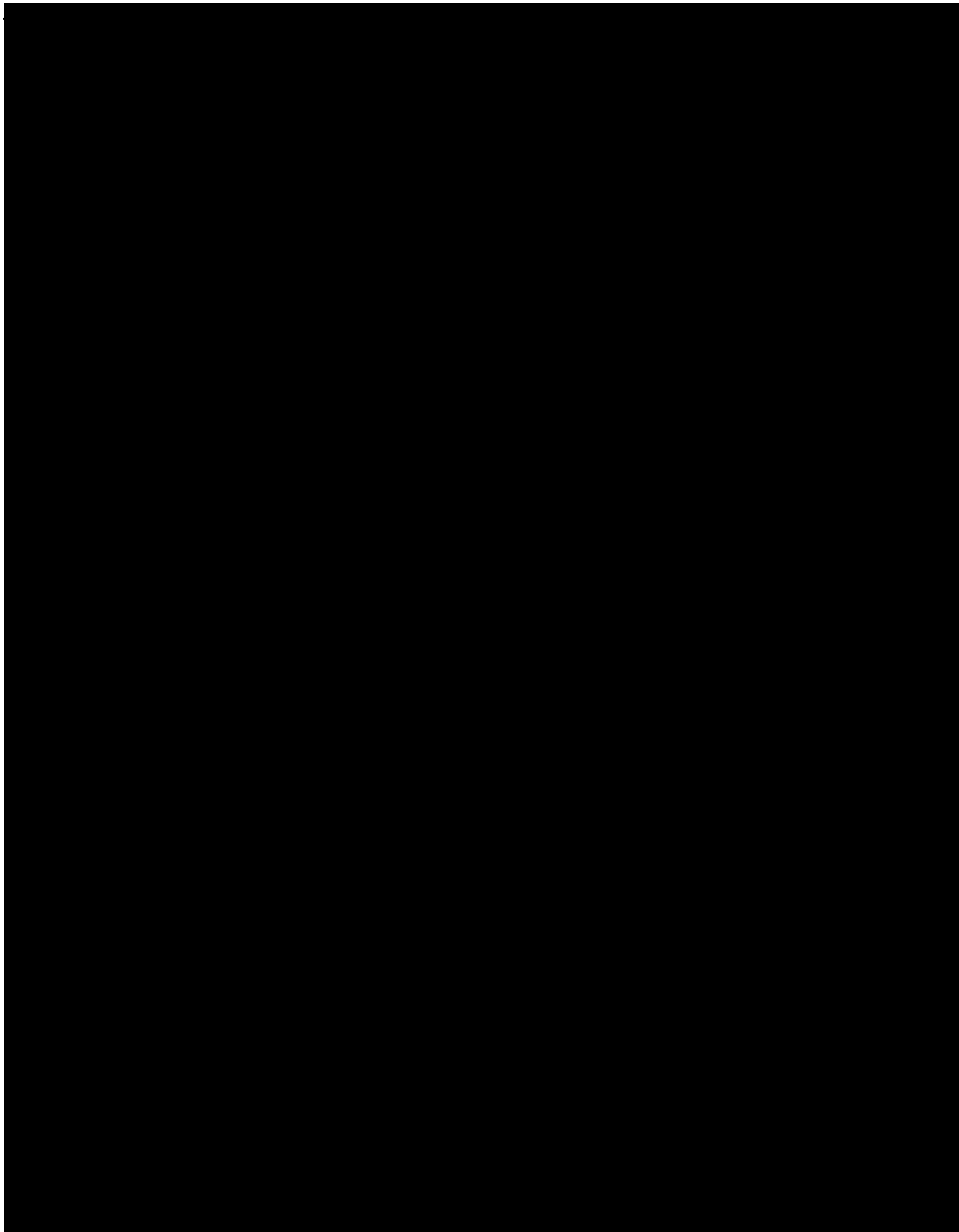
Karen Johnson
Manager's Office Assistant

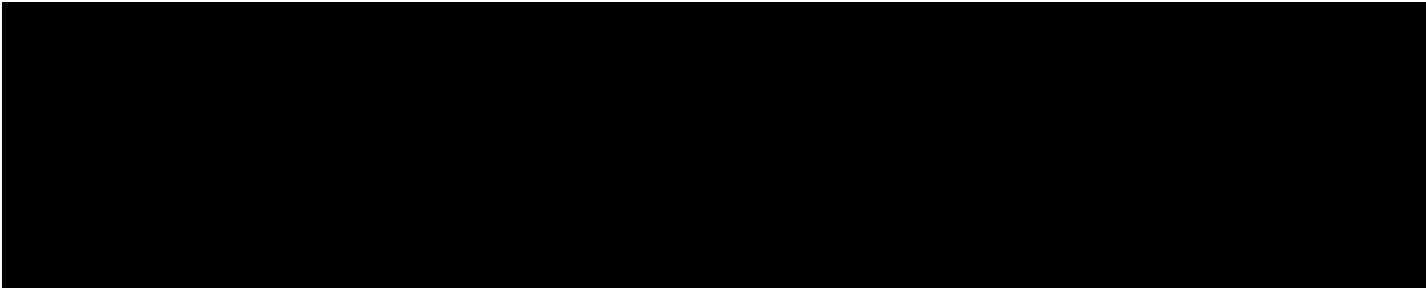
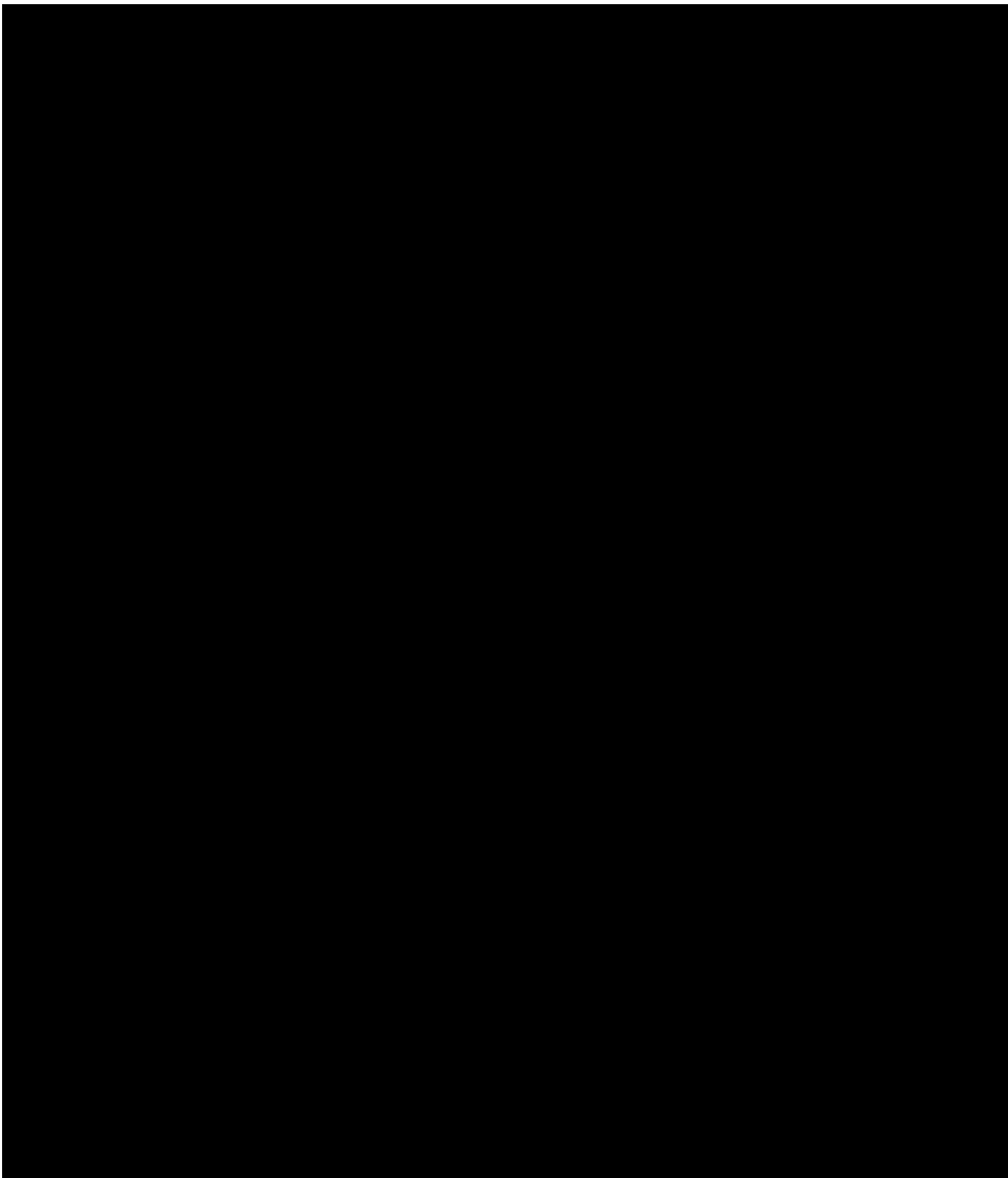


Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543
Phone 914-777-7703

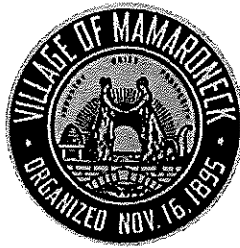








Village of

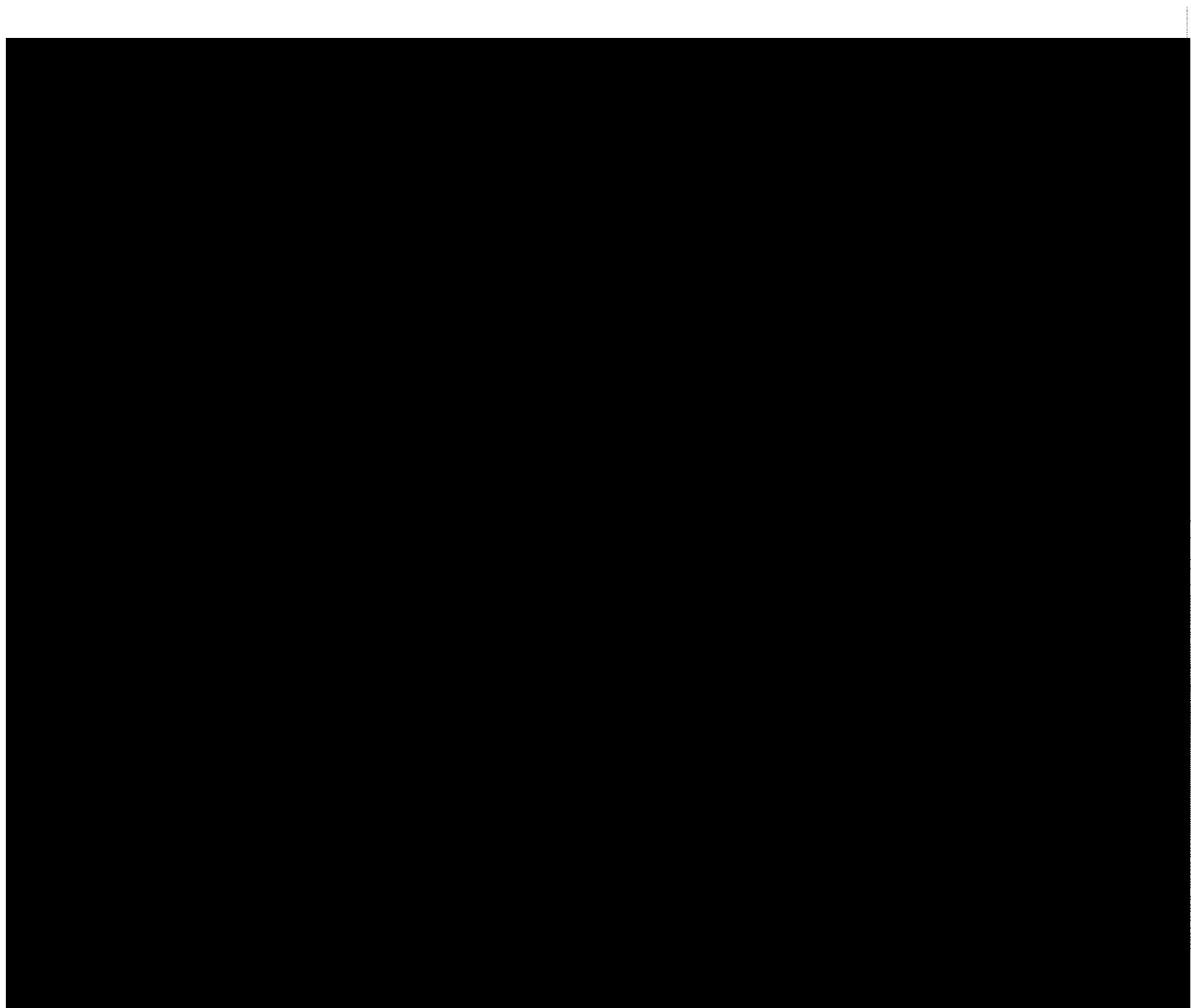


Mamaroneck

OFFICE OF
JERRY BARBERIO
VILLAGE MANAGER

Village Hall At Theategatta
P.O. Box 369
123 Mamaroneck Avenue
Mamaroneck, N.Y. 10543
<http://www.villageofmamaroneck.com>

Tel (914) 777-7703



Danielle

Danielle Gilliard
Human Resources Manager



Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

Phone 914-777-7705

Fax 914-777-7760

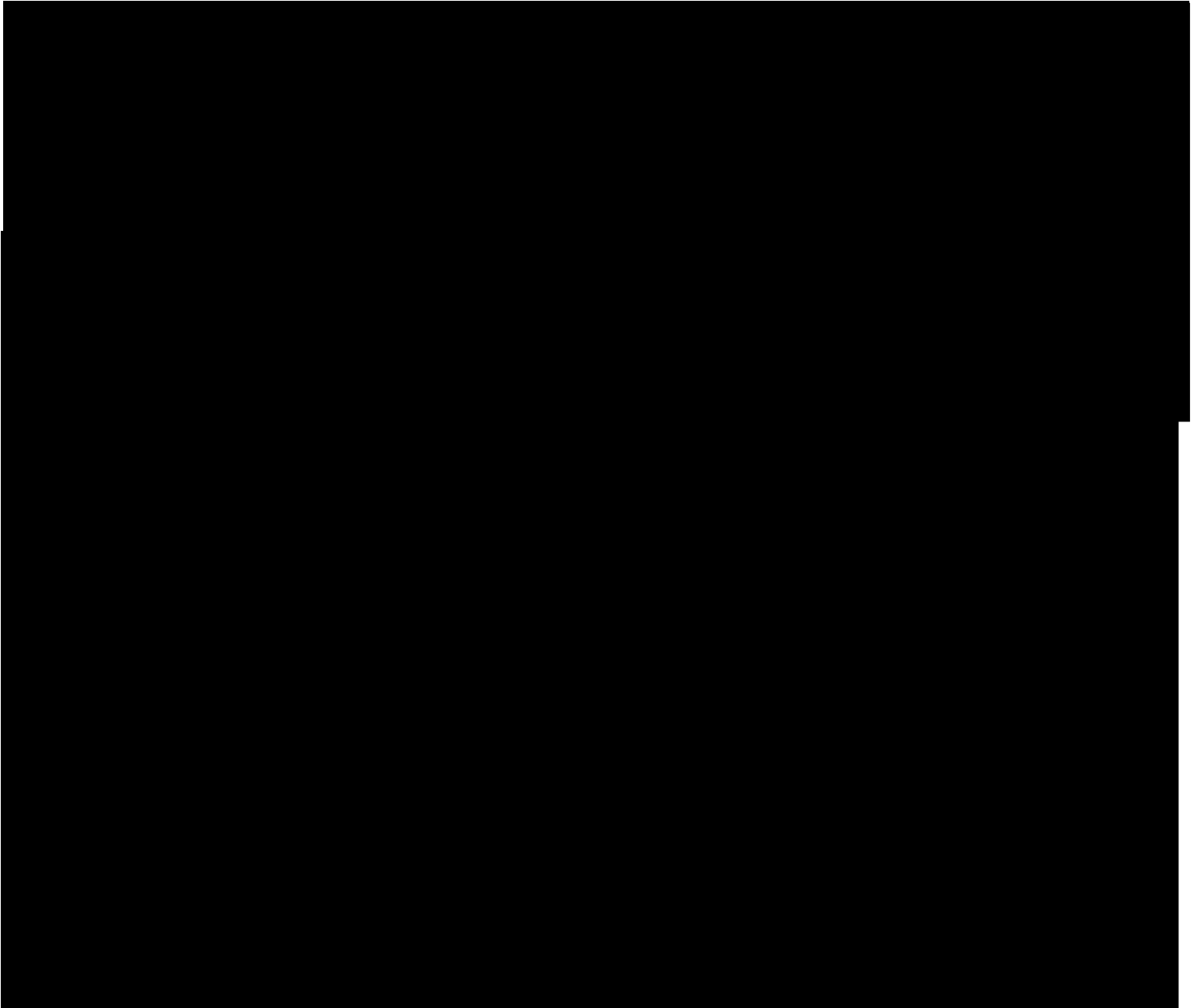
E-mail dgilliard@vomny.org

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**To Our Mamaroneck
Essential Employees
Health Care Workers
&
First Responders**

THANK YOU


BRAVERY Healthcare Workers
HEROES Nurses
DEDICATION Cabin Crew
Public Transport
Delivery Drivers
DOCTORS
GRIT Paramedics
Police
Supermarket Staff
Essential Trades
COMMITMENT Border Patrol
SPRIT Military
Educators
Essential Services
COURAGE Cleaners
PASSION Government Staff
Fire Fighters

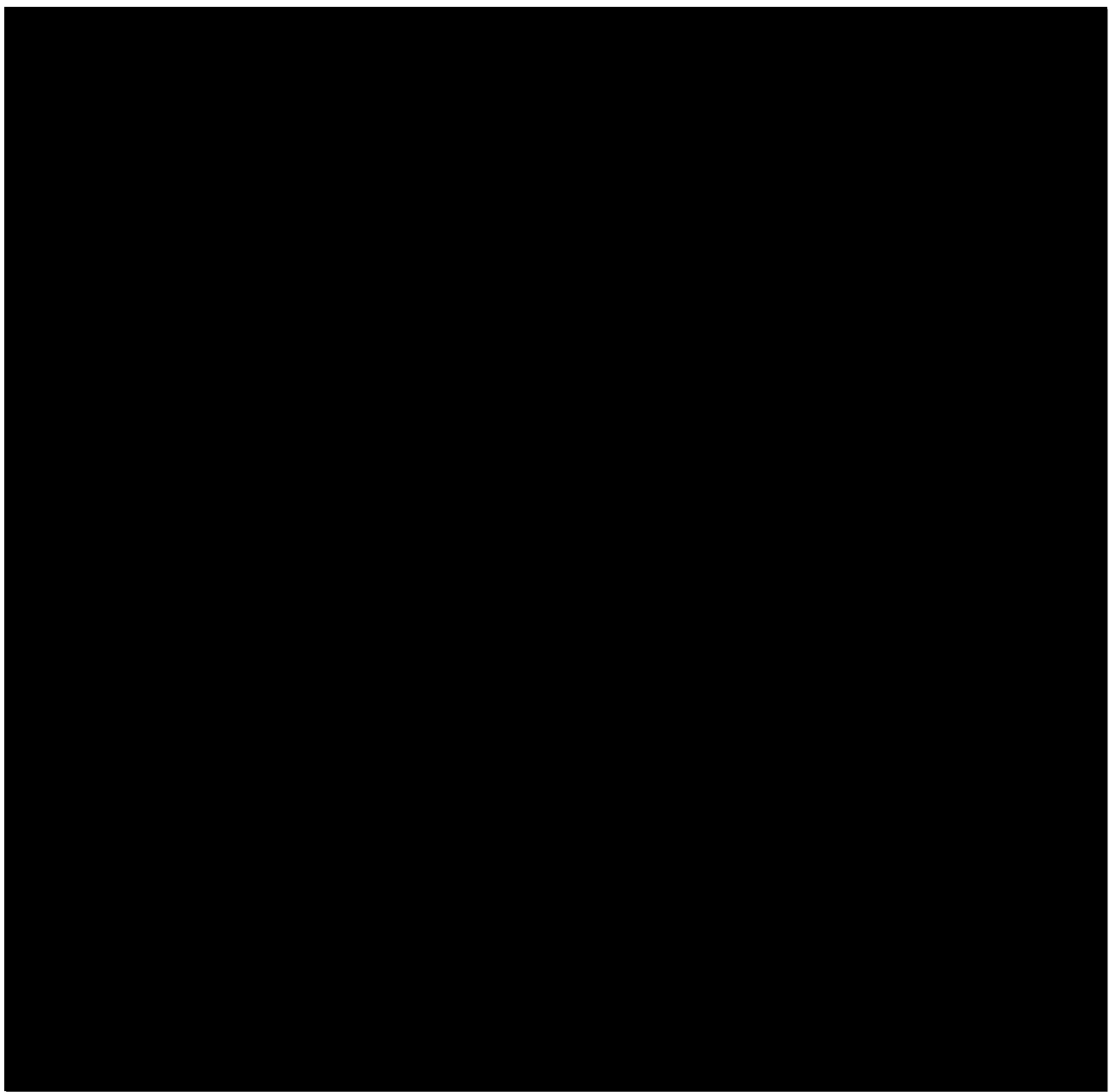


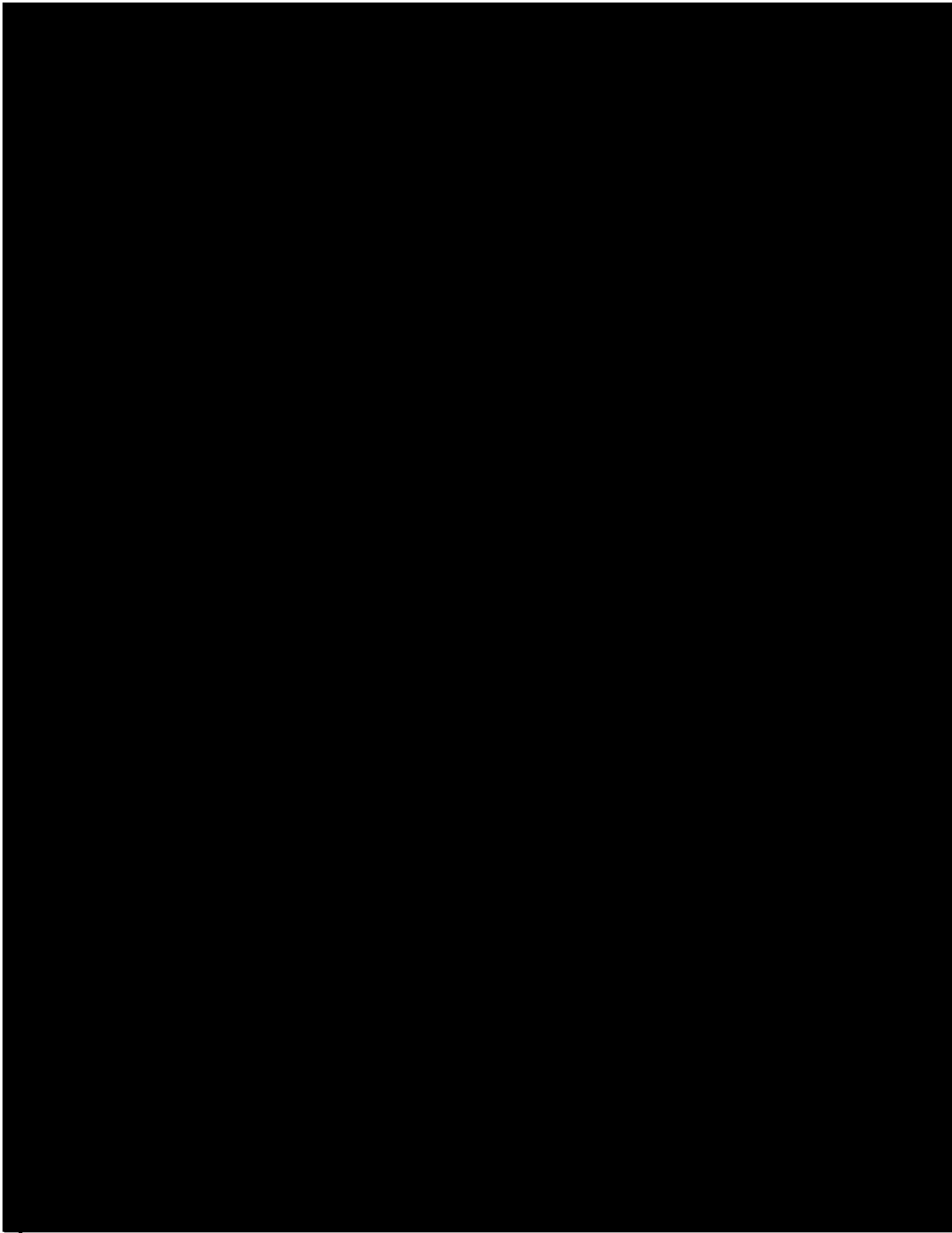
**To Our Mamaroneck
Essential Employees
Health Care Workers
&
First Responders**

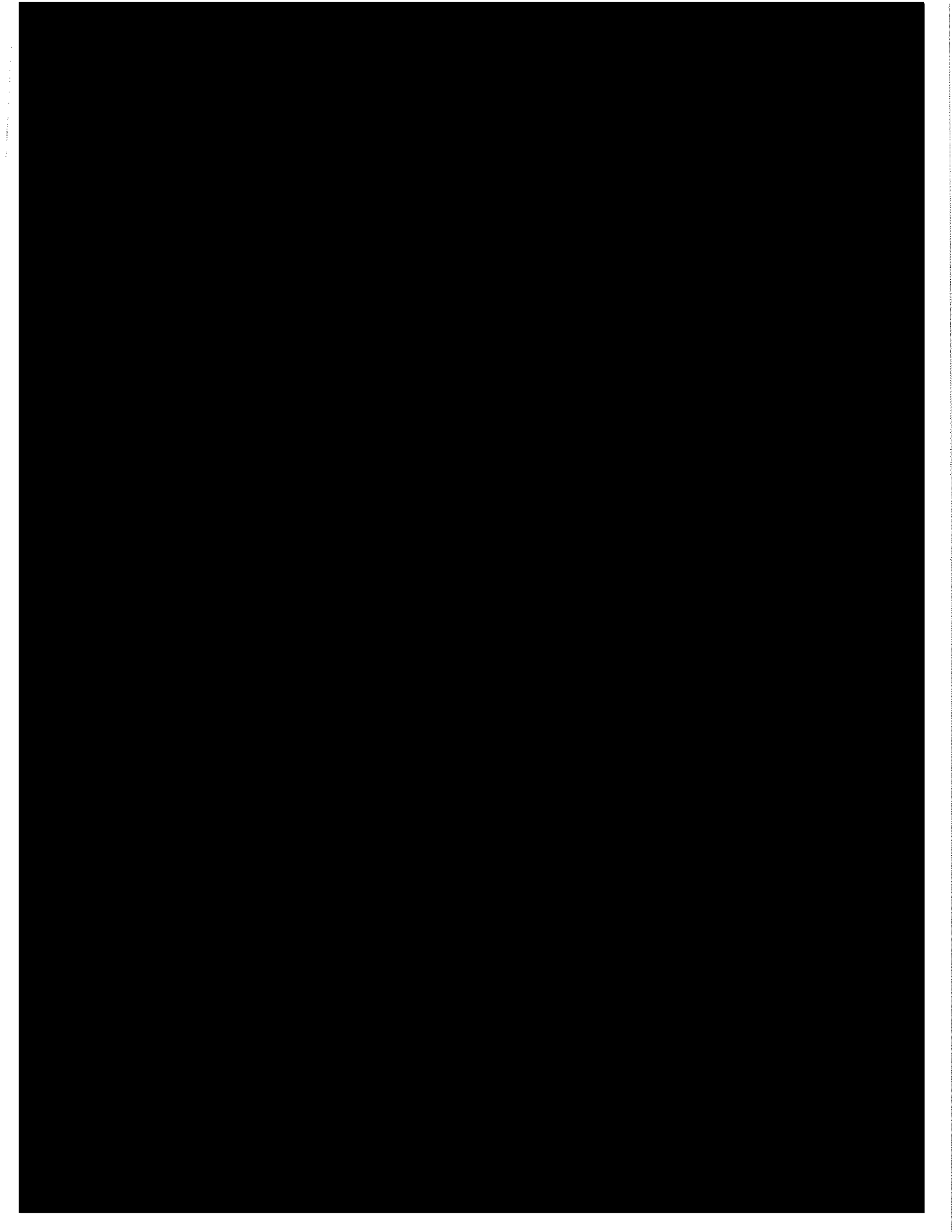
THANK YOU

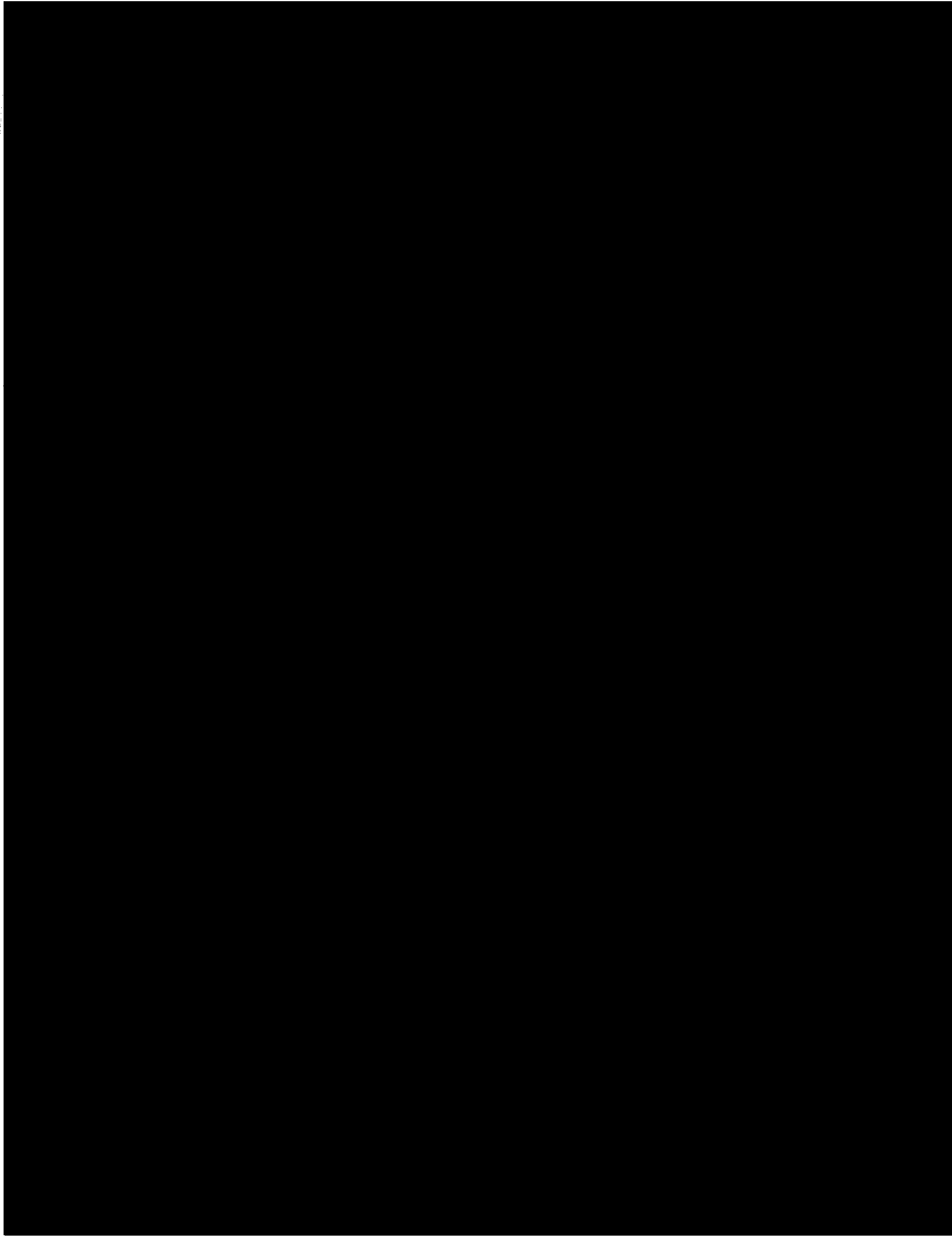
From: Thomas A. Murphy <tmurphy@vomny.org>
Sent: Monday, February 22, 2021 11:18 AM
To: Sally Roberts <sroberts@vomny.org>
Cc: Mayor and Board <MayorandBoard@vomny.org>; Jerry Barberio <jbarberio@vomny.org>; Agostino Fusco <afusco@vomny.org>; Daniel Sarnoff <dsarnoff@vomny.org>; Robert Spolzino <rspolzino@abramslaw.com>; Thomas.Petriccione@jacksonlewis.com <Thomas.Petriccione@jacksonlewis.com>; michael.hekle@jacksonlewis.com <michael.hekle@jacksonlewis.com>; Courtney Wong <cwong@vomny.org>; Danielle Gilliard <dgilliard@vomny.org>











Dear Colleagues,

I see in this email chain the Mr. Tiekert first forwarded his information to two Trustees private email accounts. I caution you about letting him email your private accounts. He is a past, present and I would bet future litigant against this community. He has no compunction about using and misconstruing emails or conversations out of context.

Letting him email private accounts could someday make those accounts discoverable in his future litigations.

Do as you wish but I write to caution you for Village's and your own personal protection.

Respectfully,

Tom Murphy

Mayor, Village of Mamaroneck

On Nov 9, 2020, at 7:41 PM, stuart tiekert <tiekerts@yahoo.com> wrote:

Dear Mayor and Board of Trustees,

Please see the attached invoice for the purchase of Muncity 5 in 2016.

Sincerely,

Stuart tiekert

----- Forwarded Message -----

From: stuart tiekert <tiekerts@yahoo.com>

To: Nora <nucas@lucasweiner.com>; Dan Natchez <dan.n@dsnainc.com>

Sent: Monday, November 9, 2020, 07:39:14 PM EST

Subject: Invoice for thePurchase of Muncity 5

----- Forwarded Message -----

From: "foil@vomny.org" <foil@vomny.org>

To: "tiekerts@yahoo.com" <tiekerts@yahoo.com>; "foil@vomny.org" <foil@vomny.org>; "sroberts@vomny.org" <sroberts@vomny.org>; "foil@vomny.org" <foil@vomny.org>

Sent: Friday, May 6, 2016, 04:38:05 PM EDT

Subject: Public Records Notification for Request #1765

The following is in response to your request, #1765 received on April 29, 2016:
Please consider this a FOIL request for the invoice for the purchase of the Muncity 5 software.

PLEASE SEE ATTACHED

Please let us know if we can be of further assistance.
Sincerely,

Village of



Mamaroneck

Village Hall At The Regatta

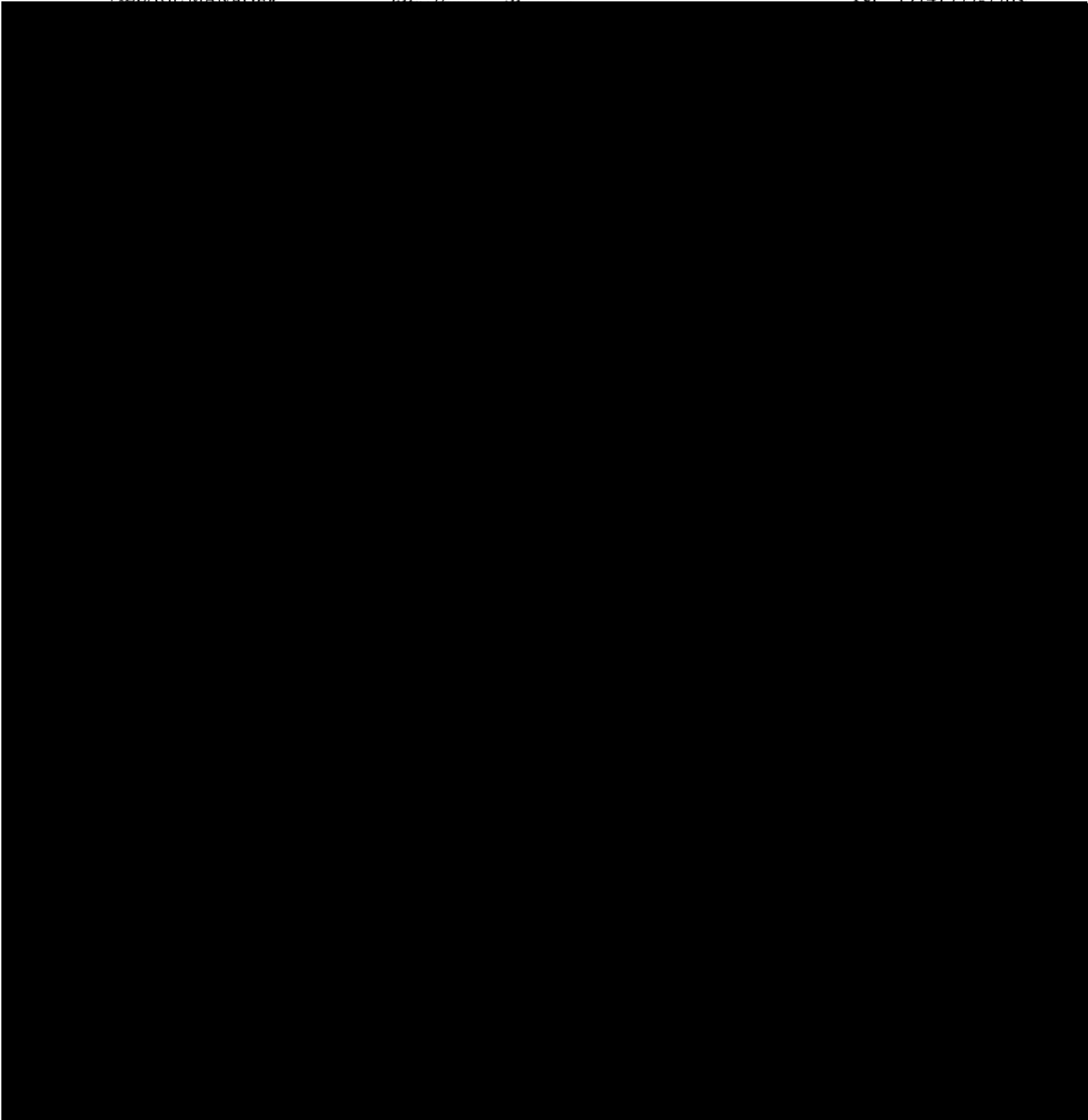
P.O. Box 369

123 Mamaroneck Avenue

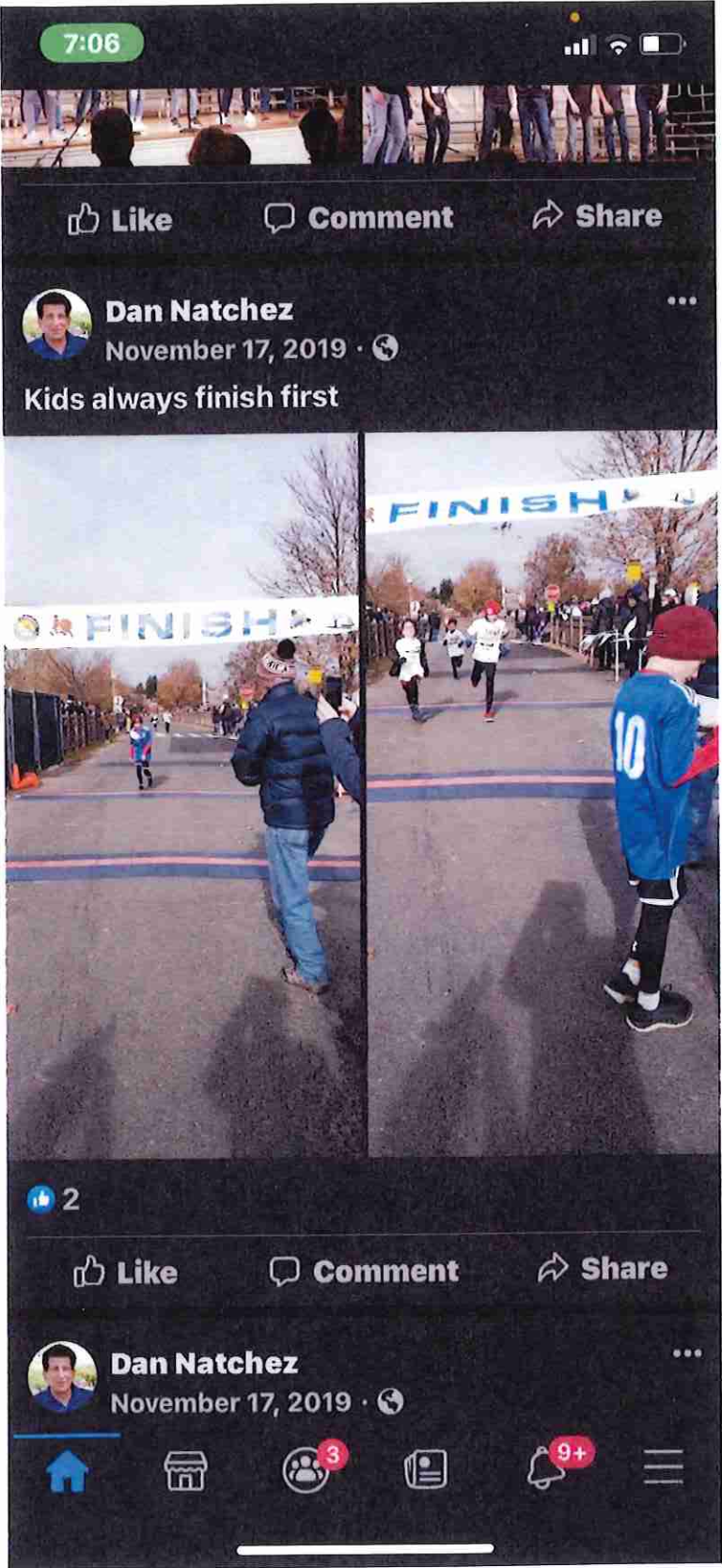
Mamaroneck, N.Y. 10543

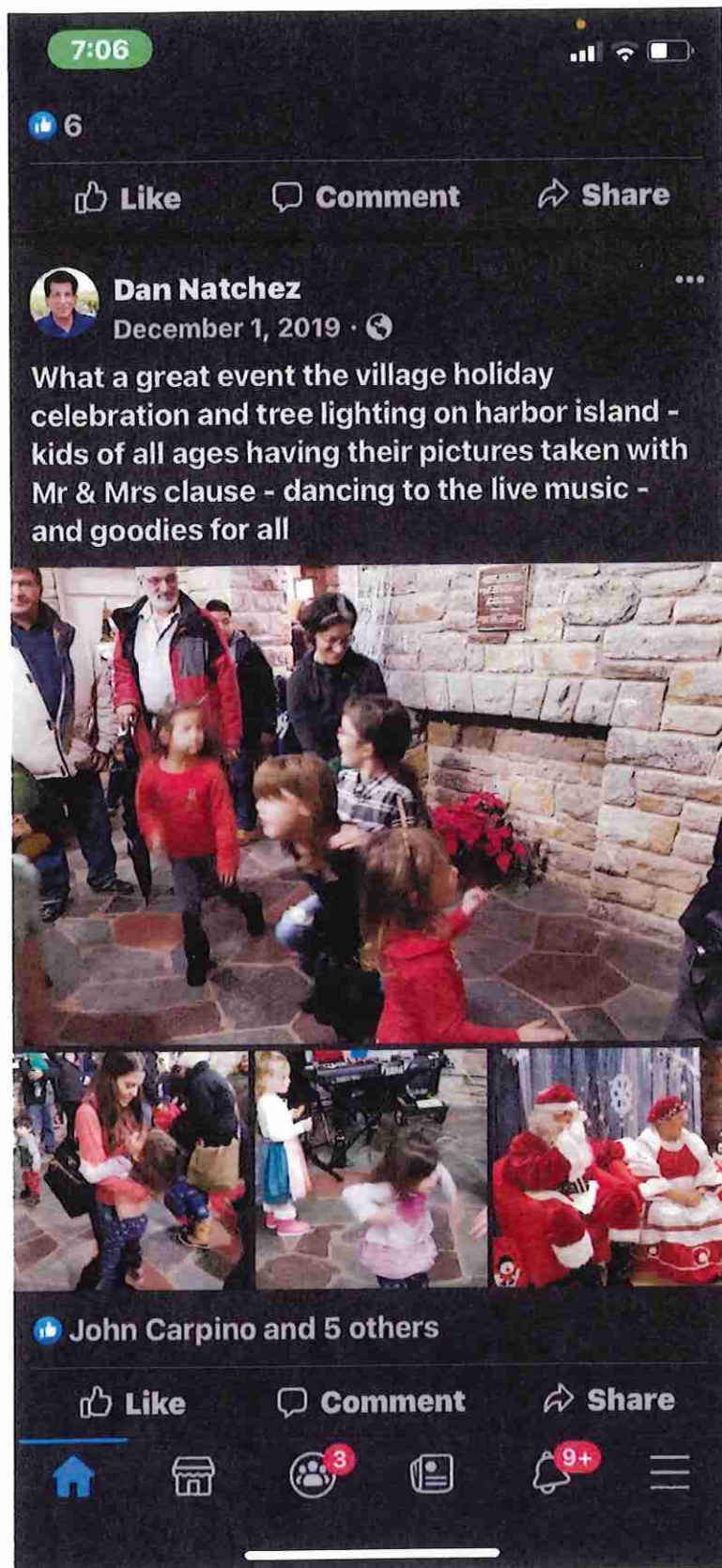
OFFICE OF
JERRY BARBERIO
VILLAGE MANAGER

Tel (914) 777-7703

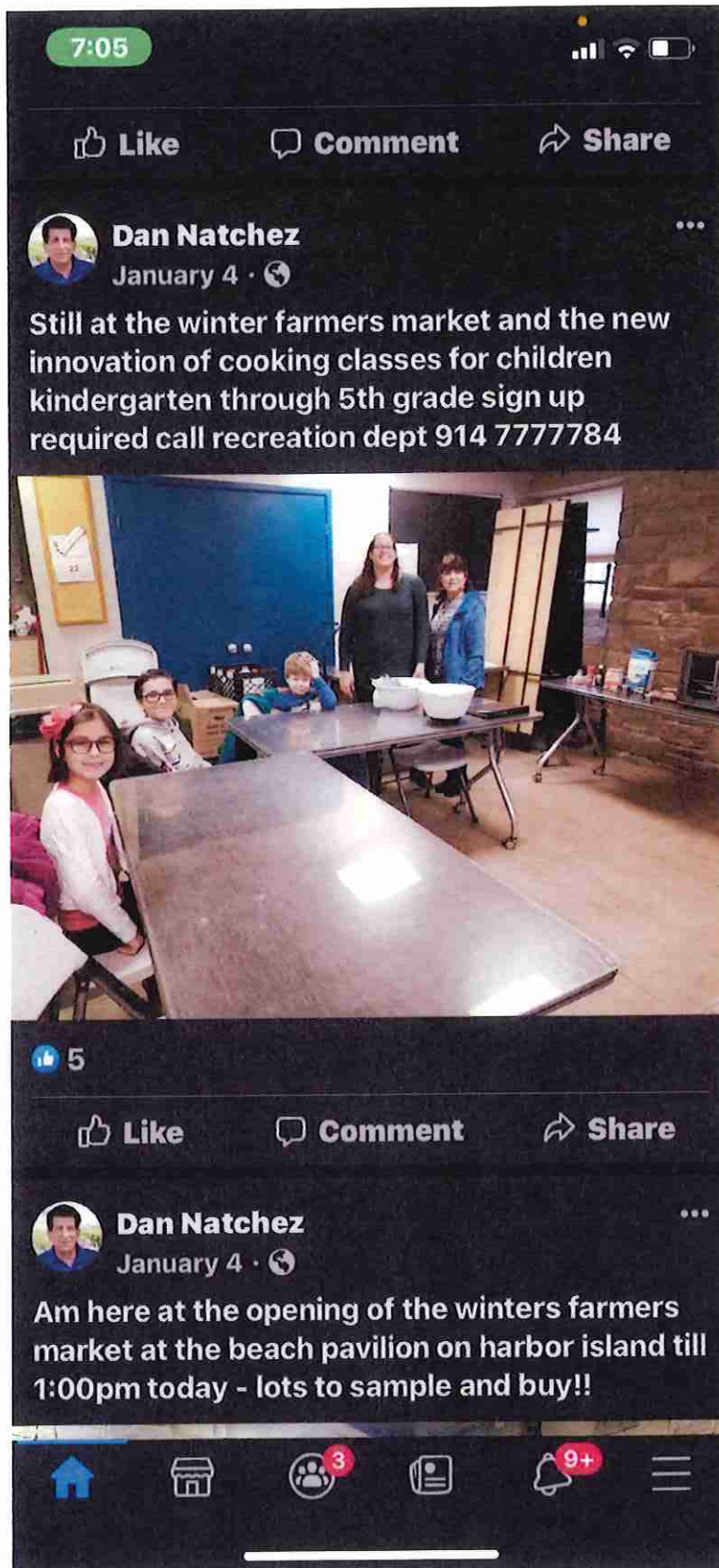


Turkey Trot: November 17, 2019





Tree Lighting Social:
December 1, 2019



Winters Farmers Market:
January 4, 2020

7:05

January 11 · 🌐

The Farmers Market at the pavilion on Harbor Island is open till 1:00pm today and full of goodies and the cooking class for kids is a smash hit


There is now a drop off for reclying clothes as well as info and containers for purch... See More



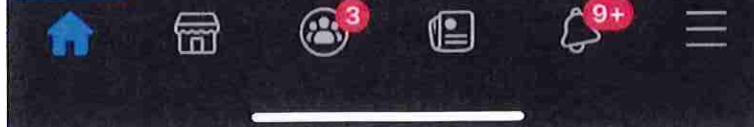
👍❤️ 8

2 Comments

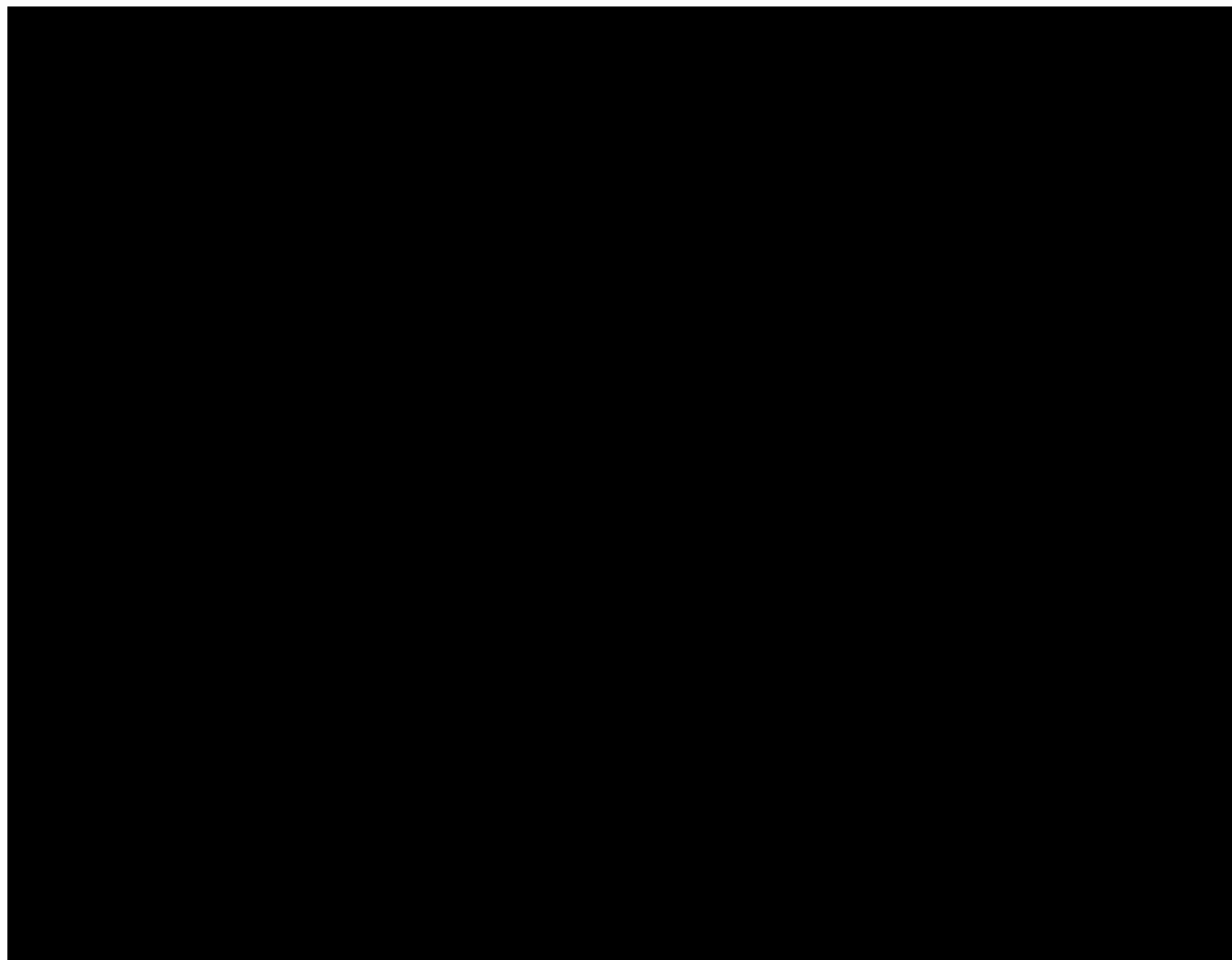
👍 Like 💬 Comment ➦ Share

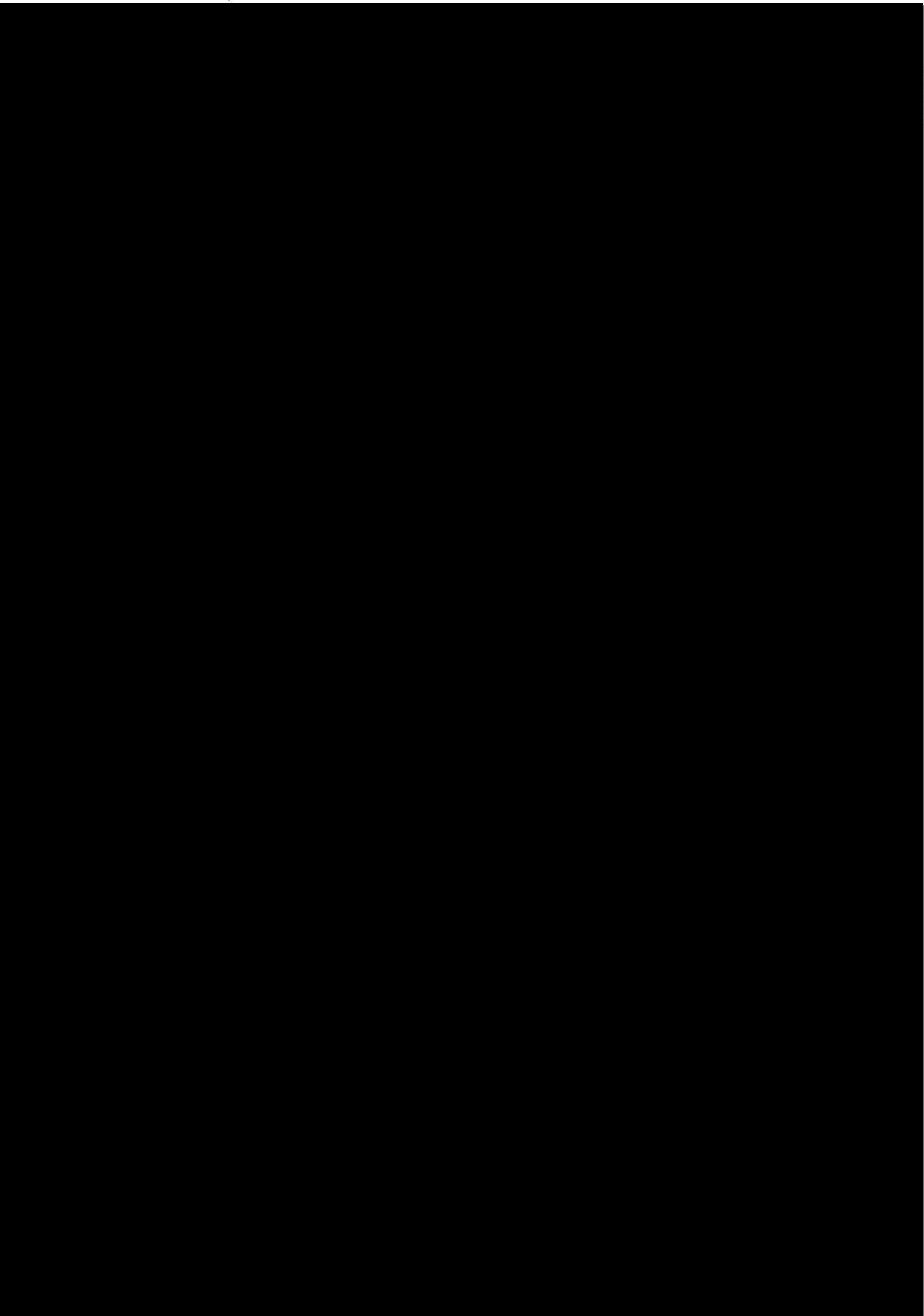
 **Dan Natchez** ...
January 11 · 🌐

After a long wait Ducks Donuts opened this

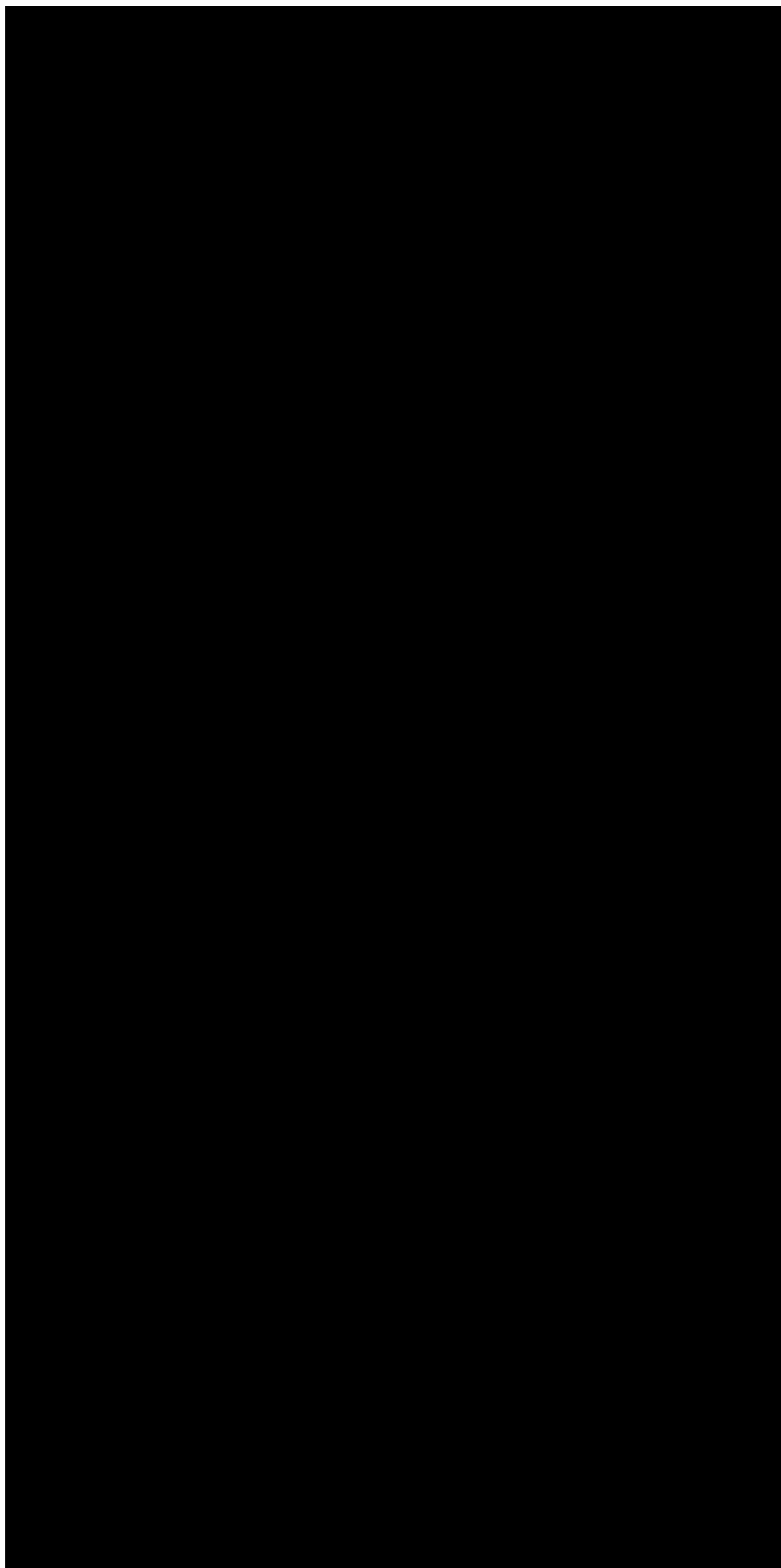


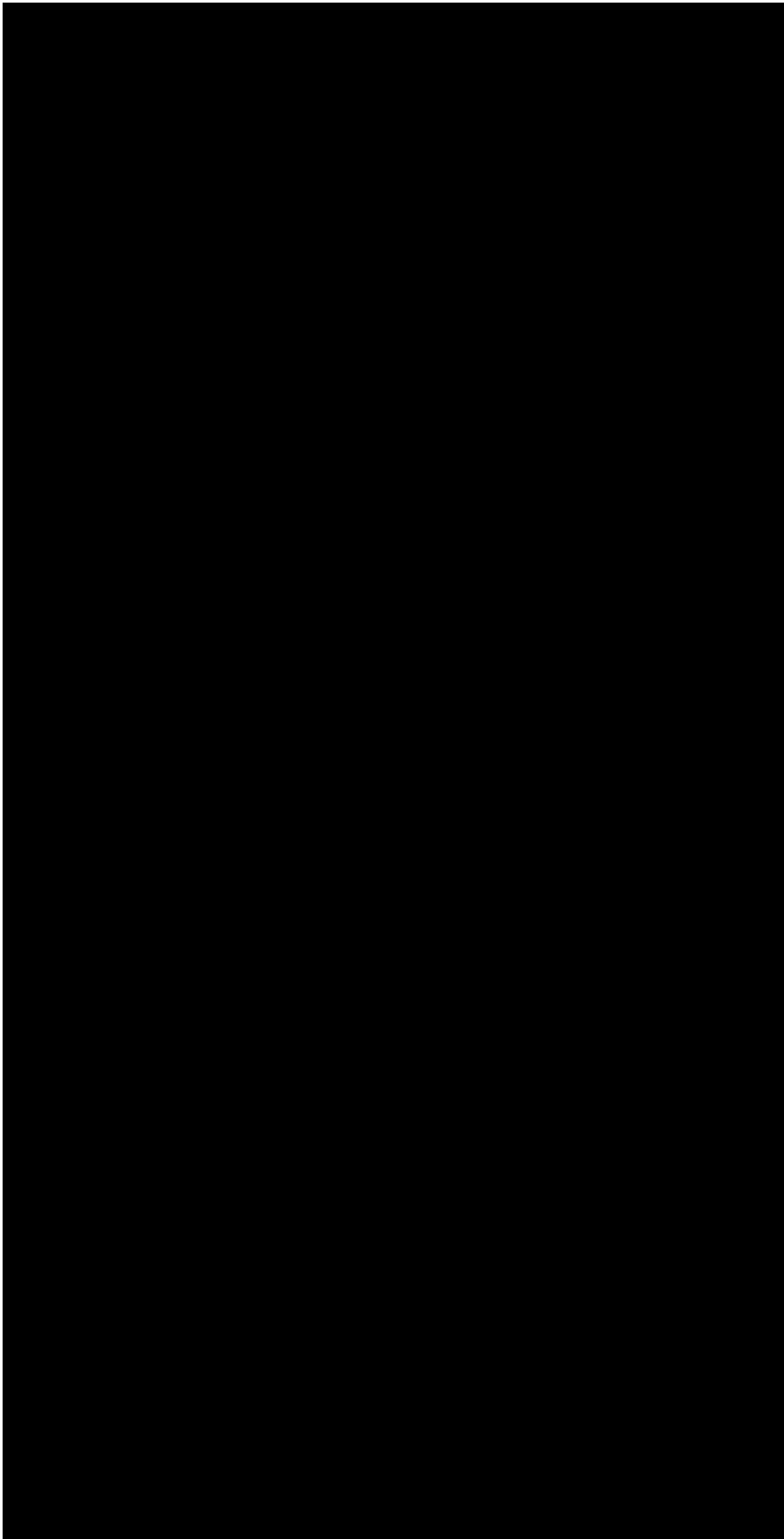
Winters Farmers Market:
January 11, 2020





Harbor Island Beach:
September 6, 2020



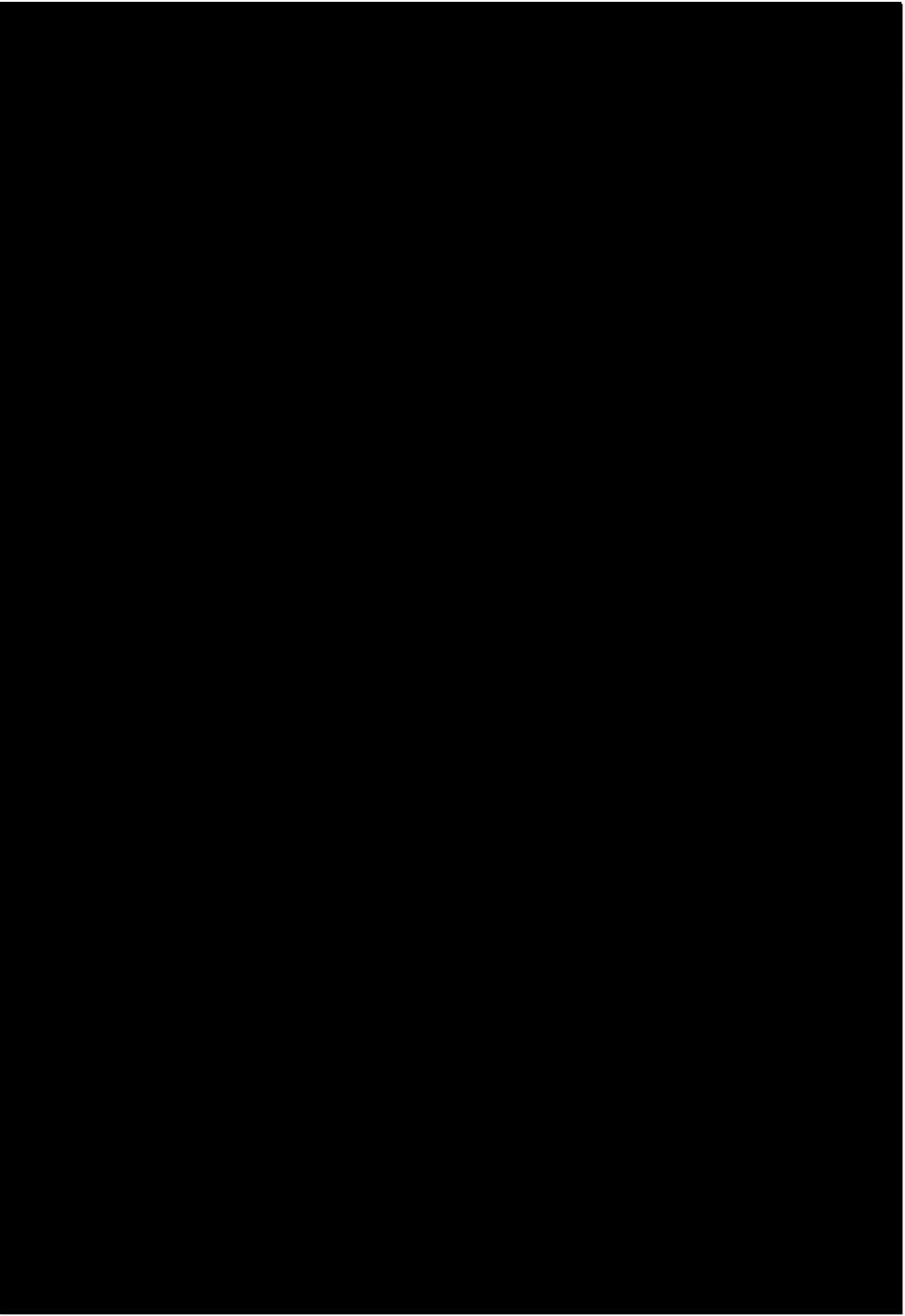


Harbor Island Park Playground: August/September 2020

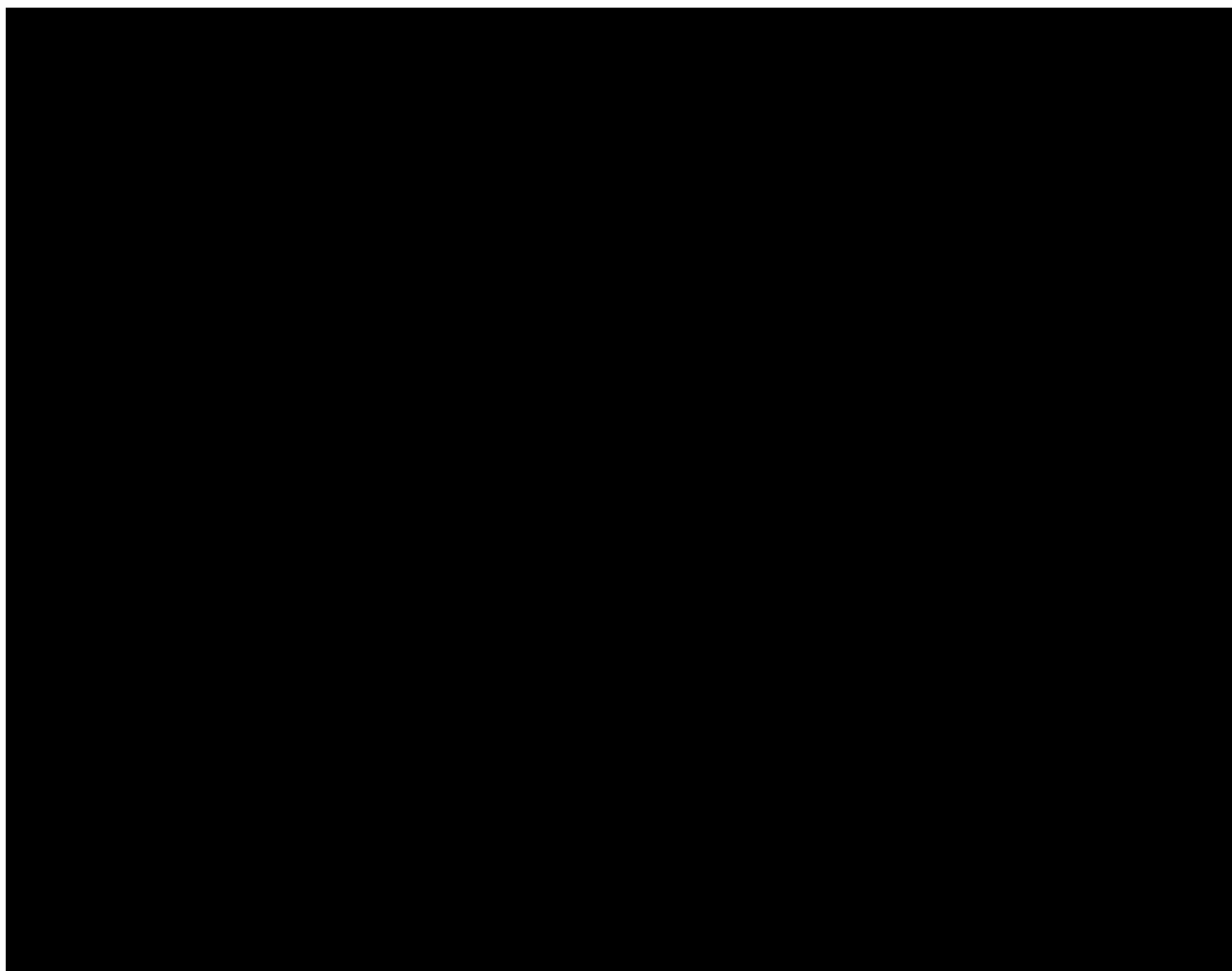
Police Report

Parks & Recreation Program Waiver

When you register with the Village of Mamaroneck Recreation Department you agree to the following: I hereby agree to program participation for myself and/or my child. I understand that there are certain risks of injury inherent in the practice and play of the sport, event, or program as well as in traveling and other related activities incidental to my participation and am willing to assume these risks. You agree to list all additional medical information by enclosing an additional written documentation when registering. I hereby certify that I or my child is fully capable of participating in the sport and that he/she is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in this activity, except as included in writing with this application. In addition to giving full consent for my participation or my child's participation, I do hereby waive and relinquish all claims, release and hold harmless the Village of Mamaroneck / and its officers, coaches, sponsors, partners, supervisors, independent contractors, Super Race Systems, volunteers and representatives for any injury that may be suffered by myself or my child in the course of participation in the sport and the activities incidental thereto, whether the result of negligence or any other cause. I grant permission for myself or my child to receive emergency medical treatment. I understand NO ALCOHOL may be brought and/or consumed during any Recreation programs. I grant the Village of Mamaroneck permission to use photo or video images of myself or my child in future promotional materials. Failure to comply program rules or follow directions may result in dismissal of program with NO REFUND. **Refund Policy:** No refunds or credits will be issued once a program or camp has started. Once you have entered a race, your entry fees are non-exchangeable, non-transferable, and non-refundable, under any and all circumstances. An event may be cancelled or changed due to severe weather or other factors that threaten the safety of participants, staff, or volunteers. Cancellation or change of the date, nature, or format of an event may be mandated by governmental officials or otherwise be at the discretion of the Village of Mamaroneck. **Photo Permission- Participants permit the taking of photographs of themselves and their children during recreational activities for publication and use by the Recreation Department for the promotional purposes unless otherwise stated.** I have read, understand, and agree with the terms of this release.



Harbor Island Beach:
September 6, 2020





Village of Mamaroneck Police Department
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

Belsito-Maikish, _____

Incident Report

Incident #: 2020-09530

09/07/2020

Suspicious - Incident

Location of Incident: Harbor Island Park
Location of Incident Cross Street:
Time Received: 02:47 PM

Day of Week: Monday
Disposition: Documented Only

PERSONS INVOLVED

Caller: _____
Home: _____ Cell: _____ Other: _____
OLN: _____
Person Interviewed: _____
Home: _____ Cell: _____
OLN: _____ NY _____

NARRATIVE

Caller reports that a male was taking photographs of children in the playground, and when approached, the man advised that he worked for the town and the police commissioner and left in a _____
Dispatched 312 and 314 to the location. 312 advises out with the vehicle in the east basin by the boat ramp. 311 advises out with the caller by the entrance to the playground. 312 advises the party is a village trustee taking photographs of the playground and how it is being used, no condition.

STOLEN

VEHICLES

Year	Make	Model	Color	Plate	State	Owner	Impounded	Towed To

Supervisor

Officer

Village of Mamaroneck Police Department
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

Belsito-Maikish, _____

Incident Report

Incident #: 2020-09850

09/07/2020

Suspicious - Incident

Location of Incident: Harbor Island Park
Location of Incident Cross Street:
Time Received: 02:47 PM

Day of Week: Monday
Disposition: Documented Only

PERSONS INVOLVED

Caller

Home:

Cell:

Other:

OLN:

Person Interviewed

Home:

OLN:

NY

NARRATIVE

Caller reports that a male was taking photographs of children in the playground, and when approached, the man advised that he worked for the town and the police commissioner and left in a [REDACTED] Dispatched 312 and 314 to the location. 312 advises out with the vehicle in the east basin by the boat ramp. 314 advises out with the caller by the entrance to the playground. 312 advises the party is a village trustee taking photographs of the playground and how it is being used, no condition.

STOLEN

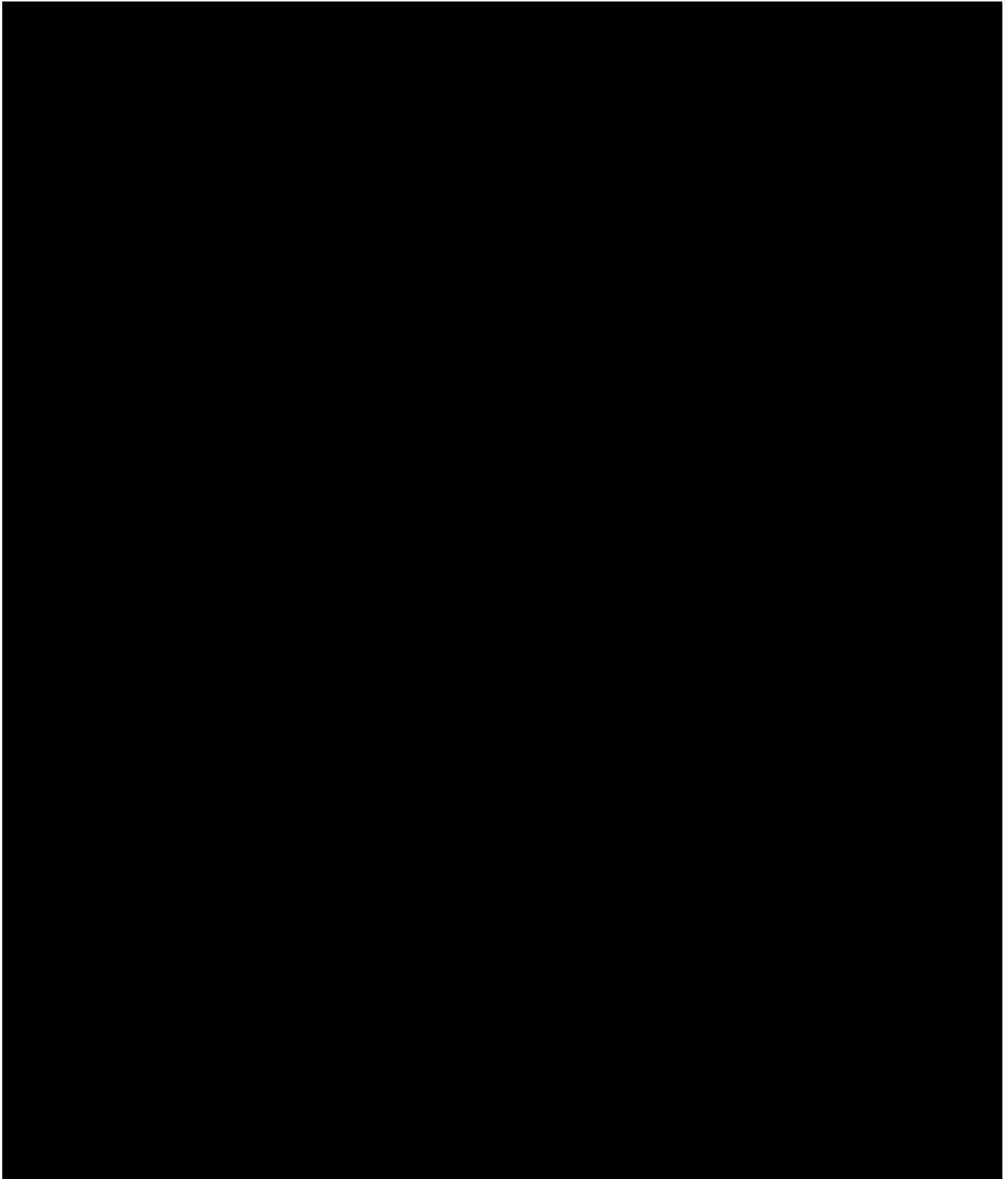
VEHICLES

Year	Make	Model	Color	Plate	State	Owner	Impounded	Towed To
------	------	-------	-------	-------	-------	-------	-----------	----------

Supervisor

Officer

Fwd: 3-5548-00327_00001 (TW, EF, CE, WQ) PERMIT - FLIK & LUDVIPOL LLC PROPERTIES
JOINT DREDGING - MAMARONECK - WESTCHESTER COUNTY



Harbor

J. Russo - jrusso@vomny.org



Joseph Russo

Village of Mamaroneck

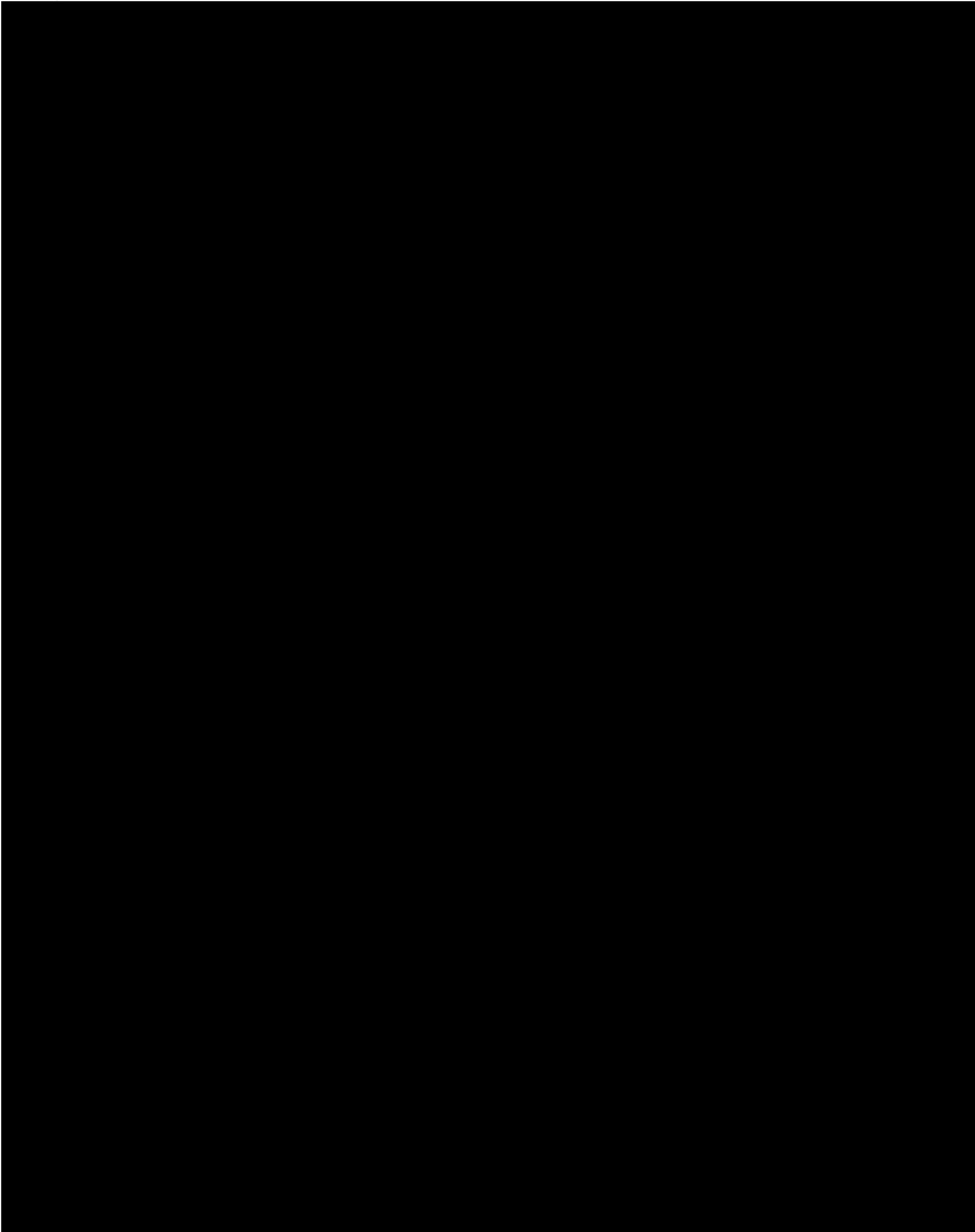
Harbor Master

(914) 777-7744 - Phone

(914) 777-3409- Fax

jrusso@vomny.org- E-mail

FW: East Basin Meeting





From: Jerry Barberio <jbarberio@vomny.org>

Sent: Tuesday, January 14, 2020 4:28 PM

To: Chris Ray <cray@derecktor.com>; Joseph Russo <jrusso@vomny.org>

Cc: BRIAN MCCAULEY (MCDIVING@AOL.COM) <MCDIVING@AOL.COM>; cuzinnrfd@aol.com
<cuzinnrfd@aol.com>; Christy Mason <cmason@abramslaw.com>; rspolzino@abramslaw.com
<rspolzino@abramslaw.com>; Mayor and Board <MayorandBoard@vomny.org>

Subject: Re: East Basin Meeting

Joe,

I will have legal look at this now. Thanks JB

Jerry Barberio

Village Manager



Village of Mamaroneck

123 Mamaroneck Avenue

Mamaroneck, NY 10543

Phone 914-777-7706

Fax 914-777-7760

E-mail jbarberio@vomny.org

From: Chris Ray <cray@derecktor.com>

Sent: Tuesday, January 14, 2020 3:22 PM

To: Joseph Russo <jrusso@vomny.org>

Cc: BRIAN MCCAULEY (MCDIVING@AOL.COM) <MCDIVING@AOL.COM>; cuzinnrfd@aol.com <cuzinnrfd@aol.com>; Jerry Barberio <jbarberio@vomny.org>

Subject: East Basin Meeting

Joseph, Brian, and Bruce,

Good afternoon.

I wanted to say thanks again for everyone taking the time on Monday to meet and discuss the possible path to Derecktor thru the mooring field. If we are able to approve and establish a 40 ft + Clear Path thru the mooring field directly to our dock this spring as we have discussed (including mooring slack with low tide and windy conditions):

- Derecktor is willing to send out a personal letter to accompany any other official notice that is given to the customers in the path by the Village or Harbor Master.
 - The letter would express our gratitude for assisting us with the change.
 - Why the path is important to making a safer harbor.

- And that Derecktor is willing to pay any out of pocket fees for the customers that are directly related to the relocation of the moorings in the path.
 - Paid directly to the contractor, and not the customer.
- Derecktor is also willing to assist or make any channel markers needed for marking the path all year long.
 - This can be discussed as we get closer to the time, but we can easily make some smaller markers as needed.

As for the Drone footage – The photos were taken on 8-30-19 around 5pm.

Sincerely,

Chris Ray | Environmental Health and Safety Specialist | cray@derecktor.com

t: +1.914.698.5020 ext. 106 | c: +1.901.569.2374

311 E. Boston Post Rd. Mamaroneck, NY 10543

DERECKTOR
73 YEARS. AND BUILDING.



Follow us:

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Third call. Almost midnight

Gina von Eiff <gvoneiff@gmail.com>

Sat 3/14/2020 11:54 PM

To: Chief Christopher Leahy <cleahy@vompd.com>; Jerry Barberio <jbarberio@vomny.org>; Dan Natchez <dan.n@dsnainc.com>

Officer 137 says again this is a refrigeration truck and not idling according to village laws. This is a trailer that runs diesel to keep the refrigeration running as well as the electrical in the truck. It's over 8500 lbs and noisy. Breaking three codes. Why is piccones allowed to do this?

We are not a trailer lot. This is vibrating the street. You have a lot of utilities on Jefferson not buried very deep.

Re: Village of Mamaroneck Hurricane Ida meeting.

Daniel S. Natchez <dannatchez@vomny.org>

Thu 1/20/2022 10:24 AM

To: Gibbs, Peter - NRCS, Syracuse, NY <peter.gibbs@usda.gov>; cfp7@westchestergov.com <cfp7@westchestergov.com>; Jerry Barberio <jbarberio@vomny.org>; Mayor and Board <MayorandBoard@vomny.org>; Tony Gelber <argelber@pratt.edu>; Bagley, Paula - NRCS, Walton, NY <paula.bagley@usda.gov>; Young, Ronald - NRCS, Syracuse, NY <ronald.young@usda.gov>; Pratt, Thomas - NRCS, Watertown, NY <thomas.pratt@usda.gov>; thomas.snow@dec.ny.gov <thomas.snow@dec.ny.gov>; Daniel Sarnoff <dsarnoff@vomny.org>

Paula and Peter

Thanks for arranging and hosting the meeting - very helpful and informative

As promised here are the contact people who attended the meeting from the village and their positions and contact info.

Tony Gelber - Chair Flood Mitigation Committee - , argelber@pratt.edu
Peggy Jackson - Former Chair and member as well as founding member Flood Mitigation Committee - pjacksonhield@optonline.net
Tom Murphy - Mayor - tmurphy@vomny.com
Dan Sarnoff - Assistant Village Manager - dsarnoff@vomny.com
Dan Natchez - Village Trustee and Trustee Liason to the FMC - dnatche@vomny.com and dan.n@dsnainc.com

Dan

Dan Natchez
Mamaroneck Village Trustee

From: Gibbs, Peter - NRCS, Syracuse, NY <peter.gibbs@usda.gov>
Sent: Tuesday, January 18, 2022 12:23 PM
To: cfp7@westchestergov.com <cfp7@westchestergov.com>; Jerry Barberio <jbarberio@vomny.org>; Mayor and Board <MayorandBoard@vomny.org>; Tony Gelber <argelber@pratt.edu>; Bagley, Paula - NRCS, Walton, NY <paula.bagley@usda.gov>; Young, Ronald - NRCS, Syracuse, NY <ronald.young@usda.gov>; Pratt, Thomas - NRCS, Watertown, NY <thomas.pratt@usda.gov>; thomas.snow@dec.ny.gov <thomas.snow@dec.ny.gov>
Subject: Village of Mamaroneck Hurricane Ida meeting.
When: Thursday, January 20, 2022 9:00 AM-10:00 AM.
Where:

Microsoft Teams meeting

Click here to join the meeting

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+1 347-690-4420,,22060461# United States, New York City

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