

INCORPORATED VILLAGE OF FARMINGDALE
361 MAIN STREET
FARMINGDALE, NY 11735
BOARD OF TRUSTEES
REGULAR PUBLIC MEETING
AGENDA
Monday, January 7, 2013 8:00 PM

1. Pledge of Allegiance.
2. Announcements –
 - Next Board meeting with public comment period will be held Monday, February 4, 2013 at 8:00 pm: Board of Trustees Work Sessions begins at 7:00 pm on Monday, January 14th, Tuesday, January 22nd and Monday, January 28th.
 - Announce the sale of tax liens will be held on March 12, 2013 at 11:00 a.m.
3. Presentation to Debbie Podolski
4. Resolution to approve the hiring of Lorraine O'Shea as an account clerk at a salary of \$32,000 per year. **Motion to approve.**
5. Resolution to hire Matthew Kilbridge as a Laborer in the Highway Department at a salary of \$30,000 per year. **Motion to approve.**
6. Resolution to promote John Langon to MEO in the Highway Department with a salary increase of \$4,000. **Motion to approve.**
7. Resolution to hire Ralph Fargardo as a Paring meter attendant/part time at a salary o\$12.00/hour. **Motion to approve.**
8. **Public Hearing** on a proposed LL1-2013 on amending chapter 98 of the Village Code to add section 98-50.1.
 - **Motion to open public hearing**
 - Public comment
 - **Motion to close**
9. **Continued Public Hearing** on a proposed LL2-2013 on Massage Parlors.
 - **Motion to open public hearing**
 - Public comment
 - **Motion to close**
10. Resolution to set the public hearing for the Special Use permit for TJR Development to build an industrial building with outside storage at 1 Prince Street.

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11. Resolution to approve the Abstract of Audited Vouchers #1049 dated January 7, 2013. **Motion to approve.**
12. Resolution to approve the wire transfers made during December 2012. **Motion to approve.**
13. Resolution to approve Minutes of BOT public meetings and work sessions. **Motion to approve.**
14. Request to utilize Village Property – Resolution to allow
 - Downtown Master Plan Committee would like to meet the following dates in 2013: 1/15, 2/19, 3/19, 4/16, 5/21, 6/18 from 7-8:30 p.m. in the Board room.
 - **Motion to approve.**
15. Building permits-list attached
16. Resolution to approve Taxi permits – **Motion to approve.**
17. Resolution for all employees who have left or will be leaving employment from the Village of Farmingdale in a Vested Status (Classification 7) the following applies to their contribution rate to the cost of the NYSHIP Health Insurance plan: **Motion to approve.**
 - Classification 7 – Vested – left the Village prior to retirement – the employee will be contributing the maximum allowed by law currently defined as follows:
 - Single plan – 50% contribution
 - Family plan – 50% of the cost of the single plan plus 65% of the difference in costs between the family and single plans.
18. Resolution to retain the firm of NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES, LLP to represent the Village in connection with its claim for damages resulting from the ground water contamination of well 1-3 as per the attached resolution and retainer agreement. **Motion to approve.**
19. Resolution to approve the purchase of two Code Enforcement cars, Ford Equinox, from Hoselton Chevrolet as the lowest responsible bidder for a cost of \$ 21,743.21 each.
20. Resolution to approve the replacement of dump body by R.W. Truck Equipment with a flat bed amending the P.O. with Syosset Truck at a cost of \$3,851. **Motion to approve.**
21. Approval to trade in surplus vehicles (see attached list) to Syosset Truck for a total amount of \$3850. Scrap value on these vehicles totaled 3088.80. **Motion to approve.**
22. Beautification Committee report.

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361 MAIN STREET

FARMINGDALE, NY 11735

BOARD OF TRUSTEES

REGULAR PUBLIC MEETING

AGENDA

Monday, January 7, 2013 8:00 PM

23. Old business
24. Correspondence
25. Good & Welfare

INCORPORATED VILLAGE OF FARMINGDALE

PUBLIC HEARING

PLEASE BE ADVISED, that a public hearing will be held by the Board of Trustees of the Inc. Village of Farmingdale on Monday, January 7, 2013 at 8:00 p.m. at Village Hall, 361 Main Street, Farmingdale, NY 11735, to consider the adoption of Local Law 1 of 2013 amending Chapter 98, Vehicle and Traffic," of the Code of the Incorporated Village of Farmingdale adding Section 98-50.1:

Section 98-50.1. Additional Penalties. Judgment.

- A. Where a defendant fails to appear in response to a violation of this Chapter, or where a defendant fails to pay a fine levied in accordance with this Chapter on or before the date required, such defendant shall be held in default.
- B. If, upon the expiration of thirty (30) days from the date of the defendant's default the fine remains unpaid, a penalty shall be added to the fine in an amount equal to 100% of the unpaid fine.
- C. If, upon the expiration of ninety (90) days from the date of the defendant's default the fine and penalty remain unpaid, there shall be an additional penalty added to the fine in an amount equal to an additional 50% of the unpaid fine and penalty.
- D. If, upon the expiration of one hundred and eighty (180) days from the date of the defendant's default the fine and penalty remain unpaid, there shall be an additional penalty added to the fine in an amount equal to an additional 50% of the unpaid fine and penalties.
- E. If, upon the expiration of five hundred forty (540) days from the date of the defendant's default, the fine and penalties remain unpaid, there shall be an additional penalty added to the fine in an amount equal to an additional 50% of the unpaid fine and penalties. Upon the expiration of five hundred forty (540) days as aforesaid, any and all outstanding fines and penalties shall be reduced to a judgment. Any and all costs and fees incurred in connection with the preparation and filing of the judgment shall be added to the unpaid fine and penalties as an additional penalty and shall be made a part of the judgment. The judgment shall be filed with the appropriate County Clerk.

All parties in interest and citizens will be given an opportunity to be heard at such hearing.

**BY ORDER OF THE
BOARD OF TRUSTEES**

Brian Harty, Village Administrator
Clerk /Treasurer

DATED: December 21, 2012

PUBLISH: Observer

LOCAL LAW 2 OF 2013 AMENDING THE CODE OF THE
INCORPORATED VILLAGE OF FARMINGDALE TO ADD
CHAPTER 105-105.2 "MASSAGE ESTABLISHMENTS "

§ 105-105.2.0. Legislative intent. Purpose.

The Mayor and the Board of Trustees find it necessary to protect the public from establishments which are unlicensed from performing massages on unsuspecting persons and from establishments operating under the guise of being a massage establishment, when actually engaging in illegal activities and subjecting the public to exposure of unclean, unhealthy and possibly contaminated conditions. These illegal activities have a deleterious effect on the public health, safety and welfare of the Village, its residents and the public at large. It is, therefore, the intent of the Mayor and the Board of Trustees to regulate establishments that perform massages and to eliminate those enterprises which jeopardize the public health, safety, and welfare.

§ 105-105.2.1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

MASSAGE

Any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the body, flesh or musculature with the hands or with the aid of any mechanical electrical apparatus or appliance, with or without such supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, lotions, ointments, or other similar preparations, for therapeutic, rehabilitative or relaxation purposes.

MASSAGE ESTABLISHMENT

A fixed place of business where one or more persons engages in or carries on, or permits to be engaged in or carried on, the practice of massage. A business which provides massage services of any kind, in whole or in part, excluding those identified in §105-105.2.8.

MASSAGE PRACTITIONER

Any individual who engages in the practice of massage.

PERMITTEE

The owner, proprietor, manager, or operator of a massage establishment, outcall massage service, or solo practitioner massage establishment.

PERSON

Any individual, partnership, firm, association, company, corporation, or combination of individuals of whatever form or character.

RECOGNIZED SCHOOL FOR MASSAGE

A school or institute of massage therapy with a program registered by the Department of Education of the State of New York, or its substantial equivalent in both subject matter and extent of training, provided that the program in such school or institute shall consist of classroom instruction of a total of not less than 500 hours in subjects satisfactory to the Department of Education and upon completion requires passage of an examination satisfactory to the State Board for Massage Therapy and in accordance with the Commissioner's regulations.

VILLAGE

The Incorporated Village of Farmingdale.

§ 105-105.2.2. Special permit required.

No massage establishment may be open, operate, exist or be occupied without first obtaining a special use permit after a public hearing from the Board of Trustees. A property owner or landlord shall not permit a tenant or subtenant to open or operate a massage establishment within the Village unless a special permit has been obtained for such massage establishment.

§105-105.2.3. License and fee required.

- A. No massage establishment may be open, operate, exist or be occupied within the Village, unless a license shall first have been obtained for such establishment from, and a fee paid to, the Village Clerk. A property owner or landlord shall not permit a tenant or subtenant to open or operate a massage establishment within the Village unless a license has been obtained from the Village. The owner of the building where the business is proposed to be located shall be a co-applicant on the License application. The fee for such license, which may be

amended from time to time by resolution of the Board of Trustees, shall be \$500. Upon change in ownership or change in operation of the massage establishment a new license shall be required.

§ 105-105.2.4. Parties responsible.

The tenant, subtenant, and owner of a building or the permittee shall be required to comply with the regulations set forth in this Chapter. The owner of the building or the permittee shall prohibit any tenant, subtenant or other person from operating in violation of this Chapter.

§ 105-105.2.5. Supplemental regulations.

The following regulations shall be applicable to all massage establishments and massage activities:

- A. The hours of operation shall be limited to: 8:00 a.m. to 9:00 p.m.;
- B. There shall be no outdoor activity associated with the massage activity or establishment;
- C. All refuse, garbage, waste, solid or otherwise, shall be properly disposed of; laundry shall be changed after each massage/client; laundry shall be cleaned on a daily basis during the days the establishment is in operation; all rooms, tables, etc., shall be sanitized daily; and all massage practitioners shall sanitize their hands prior to performing a massage;
- D. All massages shall be therapeutic and health related. No massages shall be provided which are unlawful, illicit or involve sexual acts or relations or are sexually oriented or explicit, nor shall any advertisements for the premises or massage establishment suggest that such unlawful, illicit or sexual oriented or explicit services are provided (including but not limited to print advertisement and Internet advertisement).
- E. No massage services shall be provided to persons under the age of 18 unless the parent or guardian of said minor is physically present when such services are provided or such parent or guardian has provided written authorization, properly notarized, for such services.
- F. The massage establishment, any massage practitioner working in or any person practicing or providing massage services or any person occupying the establishment shall obtain, and maintain in effect all licenses and permits required by any and all applicable State and Local governmental authorities for the provision of massage services, including those required pursuant to Article 155 of the New York State Education Law. Anyone providing massage services shall have a degree demonstrating graduation from a recognized school for massage;

- G. All persons providing massage services shall obtain and keep current photo identification from the New York State Department of Education ("DOE"), the New York State Department of State ("DOS") or other appropriate New York State licensing department establishing that said person is licensed to provide massage services. The current New York State license, registration and photo I.D. shall be posted in a prominent location within the premises establishing that all persons providing massage services are properly licensed and registered. This requirement shall not apply to the extent that a provision of state law (such as Article 155 of the New York State Education Law) exempts a person who provides massage services from the requirement to be licensed and/or registered. Upon request by either a customer or a representative of the Village, the original of such documents shall be produced for inspection. The names and addresses of all persons who are providing massage services, along with copies of their permits and licenses, shall be provided to the Village before any such person may be permitted to provide massage services.
- H. The property owner, landlord or license holder shall provide Village representatives and/or the police access to the premises in order to allow them to ascertain which persons are providing massage services on the premises and to confirm whether such persons are in fact properly licensed and/or registered.
- I. Within five days after receipt of same, the operator of a massage establishment shall provide to the Village copies of any summonses or violations issued with respect to the operation of the massage establishment.
- J. The massage establishment shall not be conducted in a disorderly manner or in a manner that constitutes a public nuisance.
- K. Alcoholic beverages shall not be sold or consumed on any premises where massage services are provided.
- L. The Special Permit and License shall be immediately revoked if, subsequent to the issuance of the Special Permit or License, any person providing massage services on the premises has been criminally convicted of a charge involving prostitution or illegal drug use or the unauthorized or unlicensed provision of massage services. Under such circumstances no massage activities will be permitted prior to the issuance of a new Special Permit and License.

§105-105.2.6. Exemptions.

The following shall be exempt from the requirements of this chapter:

- A. The practice of massage therapy by any person who is authorized to practice medicine, nursing, osteopathy, physiotherapy, chiropractic, or podiatry by the State of New York or any other State within the United States of America. This exception shall only apply to the person who is

so authorized and not one employed by, agent of, or assisting such authorized person.

- B. The practice of facial or neck massage which is customarily given in barber shops or beauty parlors for the purpose of beautification by any licensed barber or beauty culturist.
- C. The practice of massage therapy by any person:
 - 1. employed in a medical institution licensed or chartered by the State of New York, provided that such person is under the on-site supervision of a person licensed to practice massage therapy or authorized to practice massage therapy in conjunction with the practice of medicine, nursing, osteopathy, physiotherapy, chiropractic, or podiatry.
 - 2. enrolled in a program of a recognized school or institute of massage therapy, provided that such person is under the on-site supervision of a person licensed to practice massage therapy or authorized to practice massage therapy in conjunction with the practice of medicine, nursing, osteopathy, physiotherapy, chiropractic, or podiatry.
 - 3. employed as a trainer by a professional athletic association, club or team, or as a member of the physical education department of an accredited university, college or high school.

§105-105.2.7. Enforcement. Penalties.

The building inspector shall be charged with the enforcement of this Chapter. Anyone violating this Chapter shall, upon conviction, be subject to a fine of up to \$2,500 and 15 days imprisonment or both. Each day that a violation continues shall be deemed a separate offense

§105-105.2.8. Conflicts. Severability.

Wherever the requirements of this Chapter are at variance with other Articles, Sections or Chapters of the Code of the Village of Farmingdale, or any other lawfully adopted rule, regulation, local law or other enactment, the most restrictive or that imposing the highest standards shall govern unless a contrary intent is expressly stated. If any section, paragraph, subdivision, clause or provision of this Chapter shall be adjudged illegal or invalid, such adjudication shall apply only to the section, paragraph, clause or provision so adjudged, and the section, paragraph, clause or provision so adjudged shall be severed and the remainder of this chapter shall remain valid and effective.

Mayor
Ralph Ekstrand
Deputy Mayor
Patricia A. Christiansen
Trustees
William A. Barrett
Cheryl L. Parisi
Thomas Ryan

Village of Farmingdale

P.O. Box 220 • 361 Main Street • Farmingdale, New York 11735
Tel: 516-249-0093 • Fax: 516-249-0355
www.farmingdalevillage.com

Village Administrator—
Village Clerk/Treasurer
Brian Harty
Village Attorney
Kevin M. Walsh
Superintendent of Public Works
Andrew F. Fisch

December 27, 2012

TJR Development
716 Cornell Road
Franklin Square, New York 11010

RE: 1 Prince Street, Farmingdale

Dear Property Owner:

Please be advised that your application to build an industrial building with outside storage is hereby denied because of the following Village Code:

Article IX, Residence B Districts
105-58 Permitted Uses – storage building with outside storage not a permitted use.

This application would require a change of zone from the Board of Trustees before it can be considered.

If you have any questions please do not hesitate to contact me.

Respectfully submitted,



Stephen R. Fellman
Building Superintendent
cc: Built Consulting

VILLAGE OF Farmingdale

COUNTY OF Nassau

NEW YORK

Date of Audit: January 7, 2013

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(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOL	NUI				
1899	C	12/07/2012	0000000007	N.C.V.O.A.	
1900	C	12/07/2012	0000000927	LICDO	1,500.00
1901	C	12/14/2012	0000000295	FARMINGDALE POSTMASTER	100.00
1903	C	12/14/2012	0000000038	L.I.P.A.	1,000.00
1904	C	12/14/2012	0000000015	L.I.P.A.	10,820.87
1905	C	12/14/2012	0000000025	VERIZON	56.16
1906	C	12/14/2012	0000000809	CABLEVISION	45.19
1907	C	12/14/2012	0000000015	L.I.P.A.	74.90
1908	C	12/14/2012	0000001189	NATIONAL GRID	36.35
1909	C	12/14/2012	0000000527	CARLYLE ON THE GREEN	689.77
1910	C	01/04/2013	0000000319	RANTING & RAVEN	17,892.74
1911	C	01/04/2013	0000001305	STAPLES CREDIT PLAN	2,300.00
1912	C	01/04/2013	0000000015	L.I.P.A.	473.94
1913	C	01/04/2013	0000001189	NATIONAL GRID	69.20
1914	C	01/04/2013	0000000295	FARMINGDALE POSTMASTER	722.41
1915	C	01/04/2013	0000000015	L.I.P.A.	248.00
1916	C	01/04/2013	0000001569	GLOBAL MONTELLO GROUP CORP	230.08
1917	C	01/04/2013	0000001569	GLOBAL MONTELLO GROUP CORP	2,150.75
1918	C	01/04/2013	0000000300	METRO FUEL OIL CO	3,208.98
1919	C	01/04/2013	0000000411	SPRAGUE OPERATING RESOURCES LLC	1,544.06
1920	C	01/04/2013	0000000809	CABLEVISION	2,702.87
1921	C	01/04/2013	0000000107	HOME DEPOT CREDIT SERVICE	64.90
1922	C	01/04/2013	0000000014	CSEA	345.24
1923	C	01/04/2013	0000000973	BROADVIEW NETWORKS	1,074.60
1924	C	01/04/2013	0000000300	METRO FUEL OIL CO.	851.36
1925	C	01/04/2013	0000000809	CABLEVISION	1,538.44
1926	C	01/04/2013	0000000015	L.I.P.A.	49.95
1927	C	01/04/2013	0000000809	CABLEVISION	95.34
1928	C	01/07/2013	0000000027	110 SAND COMPANY	49.11
1929	C	01/07/2013	0000000027	110 SAND COMPANY	9,275.24
1930	C	01/07/2013	0000000406	4 STAR VARIETY	112.00
1931	C	01/07/2013	0000001048	A & R RECYCLING INC.	115.41
1932	C	01/07/2013	0000001434	A+ TOWEL & LINEN SUPPLY	450.00
1933	C	01/07/2013	0000001553	ALICIA ABRUZZINO	224.91
1934	C	01/07/2013	0000001553	ALICIA ABRUZZINO	60.00
1935	C	01/07/2013	0000001553	ALICIA ABRUZZINO	60.00
1936	C	01/07/2013	0000001441	ABSOLUTE CARPET & UPHOLSTRY CLEANING	60.00
1937	C	01/07/2013	0000001653	ACCOUNTEMPS	560.00
1938	C	01/07/2013	0000001653	ACCOUNTEMPS	276.00
1939	C	01/07/2013	0000001653	ACCOUNTEMPS	414.00
1940	C	01/07/2013	0000001653	ACCOUNTEMPS	138.00
1941	C	01/07/2013	0000001653	ACCOUNTEMPS	368.00
1942	C	01/07/2013	0000001653	ACCOUNTEMPS	529.00
1943	C	01/07/2013	0000000092	AIRWELD INC.	552.00
1944	C	01/07/2013	0000001668	AKSHAR 300 INC	72.05
1945	C	01/07/2013	0000000273	ALL SYSTEMS BRAKE SERVICE	219.15
1946	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	113.02
1947	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	47.52
1948	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	6.48
1949	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	6.48
1949	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	2.16
1950	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	32.40
1951	C	01/07/2013	0000000481	ALPHA REPROGRAPHS	48.88
1952	C	01/07/2013	0000000775	ALPINE SOFTWARE CORP	9,967.50
1953	C	01/07/2013	0000000422	AMERICAN PUBLIC WORKS ASS	169.00
1954	C	01/07/2013	0000001111	ATLANTIC SALT, INC.	2,045.83
1955	C	01/07/2013	0000000344	BARNWELL HOUSE OF TIRES	175.00
1956	C	01/07/2013	0000000344	BARNWELL HOUSE OF TIRES	416.67
1957	C	01/07/2013	0000001272	BEE READY FISHBEIN HATTER & DONOVAN LLP	1,114.58

To the Treasurer of the above Village:

Board of Trustees

The above listed claims having been presented to the _____ of the above named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ Mayor of the above Village this 7th day of January 2013

Date of Audit: January 7, 2013

NEW YORK

Pg 2 of 4

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOU NUK					
1958	C	01/07/2013	0000000030	BI COUNTY MAILING	
1959	C	01/07/2013	0000001632	BL COMMUNICATIONS	292.50
1960	C	01/07/2013	0000001632	BL COMMUNICATIONS	900.00
1961	C	01/07/2013	0000001632	BL COMMUNICATIONS	450.00
1962	C	01/07/2013	0000001049	BLACK BOX NETWORK SERVICES	900.00
1963	C	01/07/2013	0000001680	ROLAND BOLLANO	187.05
1964	C	01/07/2013	0000000973	BROADVIEW NETWORKS	21.75
1965	C	01/07/2013	0000001511	BULLSEYE SIGN CO	845.63
1966	C	01/07/2013	0000000809	CABLEVISION	3,725.00
1967	C	01/07/2013	0000001666	GARY CARPENTER	74.90
1968	C	01/07/2013	0000001679	MARGUERITE CLEARY	18.65
1969	C	01/07/2013	0000000841	COASTAL FIRE SYSTEMS INC	51.28
1970	C	01/07/2013	0000000841	COASTAL FIRE SYSTEMS INC	251.00
1971	C	01/07/2013	0000001454	COASTAL MATERIALS SUPPLY CORP.	143.00
1972	C	01/07/2013	0000001672	DAVID WILLIAMS	185.86
1973	C	01/07/2013	0000001494	THOMAS DELLAQUILA	250.00
1974	C	01/07/2013	0000001494	THOMAS DELLAQUILA	275.00
1975	C	01/07/2013	0000001526	ECO CLEAN SOLUTIONS	275.00
1976	C	01/07/2013	0000000181	EDWARD EHRBAR, INC.	839.48
1977	C	01/07/2013	0000000181	EDWARD EHRBAR, INC.	1,127.34
1978	C	01/07/2013	0000000181	EDWARD EHRBAR, INC.	371.72
1979	C	01/07/2013	0000001663	MONTCHAL ELAINE	200.39
1980	C	01/07/2013	0000000511	ELECTRONIX SYS ALARMS INC	13.86
1981	C	01/07/2013	0000000511	ELECTRONIX SYS ALARMS INC	75.00
1982	C	01/07/2013	0000000511	ELECTRONIX SYS ALARMS INC	75.00
1983	C	01/07/2013	0000001391	ELITE STENO TYPE	75.00
1984	C	01/07/2013	0000001391	ELITE STENO TYPE	131.25
1985	C	01/07/2013	0000001391	ELITE STENO TYPE	236.25
1986	C	01/07/2013	0000001677	RENEE ESSEX-MANN	157.50
1987	C	01/07/2013	0000000034	FARMINGDALE AUTO PARTS INC.	63.00
1988	C	01/07/2013	0000000034	FARMINGDALE AUTO PARTS INC.	102.94
1989	C	01/07/2013	0000000034	FARMINGDALE AUTO PARTS INC.	652.91
1990	C	01/07/2013	0000000034	FARMINGDALE AUTO PARTS INC.	238.96
1991	C	01/07/2013	0000000034	FARMINGDALE AUTO PARTS INC.	156.31
1992	C	01/07/2013	0000000271	FARMINGDALE CHAMBER OF COMMERC	1,156.69
1993	C	01/07/2013	0000000233	FARMINGDALE FIRE DEPT.	150.00
1994	C	01/07/2013	0000001192	FARMINGDALE KITCHEN COMMITTEE	176.00
1995	C	01/07/2013	0000001192	FARMINGDALE KITCHEN COMMITTEE	22.00
1996	C	01/07/2013	0000000595	FARMINGDALE VACUUM	22.00
1997	C	01/07/2013	0000000035	FIREMATIC SUPPLY CO INC.	15.00
1998	C	01/07/2013	0000000035	FIREMATIC SUPPLY CO INC.	38.00
1999	C	01/07/2013	0000000879	GLENCO SUPPLY INC.	166.00
2000	C	01/07/2013	0000000096	H2M LABS, INC.	401.06
2001	C	01/07/2013	0000001592	HEALTHPLEX INSURANCE CO	165.00
2002	C	01/07/2013	0000001579	HEALTHPLEX, INC.	1,228.01
2003	C	01/07/2013	0000000961	HELLER PLUMBING CORP	133.70
2004	C	01/07/2013	0000001303	HERTZ EQUIPMENT RENTAL CORP	350.00
2005	C	01/07/2013	0000001303	HERTZ EQUIPMENT RENTAL CORP	1,550.00
2006	C	01/07/2013	0000000518	HICKSVILLE SPRING	1,683.70
2007	C	01/07/2013	0000000097	HOLZMACHER, MCLENDON, MURRE	21.00
2008	C	01/07/2013	0000000097	HOLZMACHER, MCLENDON, MURRE	550.00
2009	C	01/07/2013	0000000097	HOLZMACHER, MCLENDON, MURRE	2,500.00
2010	C	01/07/2013	0000000097	HOLZMACHER, MCLENDON, MURRE	3,849.14
2011	C	01/07/2013	0000000097	HOLZMACHER, MCLENDON, MURRE	563.99
2012	C	01/07/2013	0000001683	HOSELTON AUTO MALL	2,500.00
2013	C	01/07/2013	0000001683	HOSELTON AUTO MALL	21,743.21
2014	C	01/07/2013	0000001561	INC. VILLAGE OF FARMINGDALE	21,743.21
2015	C	01/07/2013	0000000008	J.M. IABONI LANDSCAPING	1,000.00
2016	C	01/07/2013	0000001218	JCI JONES CHEMICALS	425.00
					2,520.22

To the Treasurer of the above Village:

The above listed claims having been presented to the Board of Trustees

of the above named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor of the above Village this 7th

day of January 2013

(TITLE)

VILLAGE OF Farmingdale

COUNTY OF

Nassau

NEW YORK

Date of Audit: January 7, 2013

pg 3 of 4

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	APPROPRIATION CODE	AMOUNT	ENCUMBRANCE		CHECK NUMBER
				NUMBER	AMOUNT LIQUIDATED	
2017 C	01/07/2013 0000000958 JOHN E POTENTE & SONS INC					668.44
2018 C	01/07/2013 9000000958 JOHN E POTENTE & SONS INC					275.00
2019 C	01/07/2013 0000000057 JOSEPH G POLLARD CO, INC.					528.15
2020 C	01/07/2013 0000000057 JOSEPH G POLLARD CO, INC.					1,300.04
2021 C	01/07/2013 0000001362 JPD UNITED, INC.					65.72
2022 C	01/07/2013 0000001421 BARBARA KELLY					69.18
2023 C	01/07/2013 0000001678 KATHLEEN KELLY					11.53
2024 C	01/07/2013 0000000141 KINGS HARDWARE INC.					437.85
2025 C	01/07/2013 0000001667 KOMATSU					497.91
2026 C	01/07/2013 0000001667 KOMATSU					497.91
2027 C	01/07/2013 0000001602 KONICA MINOLTA BUSINESS SOLUTIONS USA INC					85.01
2028 C	01/07/2013 0000000021 L.I. COMMUNITY NEWSPAPER					30.00
2029 C	01/07/2013 0000000021 L.I. COMMUNITY NEWSPAPER					84.00
2030 C	01/07/2013 0000000021 L.I. COMMUNITY NEWSPAPER					62.00
2031 C	01/07/2013 0000000021 L.I. COMMUNITY NEWSPAPER					90.00
2032 C	01/07/2013 0000000021 L.I. COMMUNITY NEWSPAPER					120.00
2033 C	01/07/2013 0000000208 L.I. SANITATION EQUIP CO					289.96
2034 C	01/07/2013 0000000015 L.I.P.A.					56.16
2035 C	01/07/2013 0000001490 LMS TECH					139.00
2036 C	01/07/2013 0000001490 LMS TECH					389.00
2037 C	01/07/2013 0000000266 LOPEZ, ROBERT					312.98
2038 C	01/07/2013 0000000390 LOUIS BARBATO LANDSCAPING					18,620.00
2039 C	01/07/2013 0000000300 METRO FUEL OIL CO.					1,544.06
2040 C	01/07/2013 0000000985 MEYER, SUOZZI, ENGLISH, KLEIN AS ATTORNEY FOR PETITIONER					11,500.00
2041 C	01/07/2013 0000000971 MICHAEL HABERMAN ASSOC IN					95.00
2042 C	01/07/2013 0000000157 MINUTEMAN PRESS CORP.					170.00
2043 C	01/07/2013 0000001681 DANIEL MONTCHAL					13.86
2044 C	01/07/2013 0000001077 MOTOROLA					1,340.79
2045 C	01/07/2013 0000001077 MOTOROLA					1,360.50
2046 C	01/07/2013 000000403 MTA-LIRR					8.00
2047 C	01/07/2013 0000000101 MULTI-MEDIA COMMUNICATION					750.00
2048 C	01/07/2013 0000000430 NASS/SUFF COURT CLERKS AS					50.00
2049 C	01/07/2013 0000000434 NASSAU COUNTY VOL. FIRE POLICE ASS					50.00
2050 C	01/07/2013 0000001673 NASSAU COUNTY JUNIOR FIREFIGHTERS ASSOCIATION					50.00
2051 C	01/07/2013 0000001313 NASSAU FIRE APPARATUS					1,432.09
2052 C	01/07/2013 0000001676 NEOPOST					75.99
2053 C	01/07/2013 0000000371 NEWSDAY					144.00
2054 C	01/07/2013 0000000417 NYS ASSESSORS' ASSOC					85.00
2055 C	01/07/2013 0000000003 NYS DEC					125.00
TOTAL						

To the Treasurer of the above Village:

The above listed claims having been presented to the Board of Trustees of the above named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor of the above Village this 7th day of January, 2013

ABSTRACT OF AUDITED VOUCHERS

Trust & Agency / Capital Fund

VILLAGE OF Farmingdale COUNTY OF Nassau FUND No. _____
 Date of Audit: January 7, 2013, NEW YORK

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS		APPROPRIATION CODE	AMOUNT	ENCUMBRANCE		CHECK NUMBER
					NUMBER	AMOUNT LIQUIDATED	
00005:							
2721 C	12/04/2012	0000000940	AFLAC NEW YORK	Trust & Agency			
2722 C	12/05/2012	0000001561	INC. VILLAGE OF FARMINGDALE				
2723 C	12/12/2012	0000001561	INC. VILLAGE OF FARMINGDALE				1,889.24
2724 C	12/12/2012	0000000203	CSEA, INC. FINANCE DEPT				2,214.25
2725 C	12/12/2012	0000000504	NYS DEFERRED COMP PLAN				354.39
2726 C	12/13/2012	0000001561	INC. VILLAGE OF FARMINGDALE				248.16
2727 C	12/13/2012	0000000504	NYS DEFERRED COMP PLAN				785.12
2728 C	12/13/2012	0000000203	CSEA, INC. FINANCE DEPT				372.68
2729 C	12/28/2012	0000000940	AFLAC NEW YORK				3,525.82
2730 C	12/28/2012	0000001674	DIANE CORRERI				248.16
2731 C	12/28/2012	0000000331	SYNERGY FITNESS CLUBS				1,869.30
2732 C	12/28/2012	0000000504	NYS DEFERRED COMP PLAN				162.80
2733 C	12/28/2012	0000000203	CSEA, INC. FINANCE DEPT				600.00
							4,494.51
							248.16
						17,042.59	
00002:							
1644 C	01/04/2013	0000001568	ROADWORK AHEAD INC.	Capital Fund			
1645 C	01/04/2013	0000000517	EDWARD MOJICA INSTALLATIO				39,158.96
						945.00	
						40,103.96	
TOTAL							

To the Treasurer of the above Village:

The above listed claims having been presented to the Board of Trustees of the above named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor of the above Village this 7th day of January, 2013

 Mayor

ABSTRACT OF AUDITED VOUCHERS

VILLAGE OF

FUND

No.

Date of Audit: VILLAGE OF Farmingdale

COUNTY OF Nassau

NEW YORK

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

VOUCHER NUMBER	NAME OF CLAIMANT - ADDRESS	APPROPRIATION CODE	AMOUNT	ENCUMBRANCE		CHECK NUMBER
				NUMBER	AMOUNT LIQUIDATED	
	<u>YOUTH</u>					
	Tax Liability Payroll 12-19-12	T-93				
34061	Tax Liability Payroll 12-19-12	"	172.02			
34062	Cheryl Joie	"	2464.72			
34063	Staples Credit Plan	"	60.00			
34064	Caro Printing Co.	"	206.98			
34065	S & S Worldwide	"	343.00			
34066	Sterling Business System	"	258.11			
34067	Walter Brem	"	150.00			
34068	Philadelphia Insurance Co.	"	64.95			
34069	Verizon	"	31315.92			
34070	Accu Data Corp.	"	91.75			
21432	RMP Communications, Inc.	"	99.50			
	FYC Payroll 12-19-12	"	375.00			
			12625.41			
			48227.36			
	TOTAL	→				

To the Treasurer of the above Village:

The above listed claims having been presented to the Board of Trustees of the above named Village, and having been duly audited and allowed in the amounts as shown on the above-mentioned date, you are hereby authorized and directed to pay to each of the listed claimants the amount allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as Mayor of the above Village this 31st day of December, 2012 (TITLE)

by

Mayor XCBK

January BOT Meeting

12/12/2012 Transfer for payroll	DR - Capital One Payroll Account CR - Chase MMK	55,000.00 (55,000.00)
12/18/2012 Transfer water payment	DR - Chase Water CR - Chase General	381.89 (381.89)
12/19/2012 Transfer for expenses	DR - Chase MMK CR - Flushing MMK	750,000.00 (750,000.00)
12/27/2012 Transfer for payroll	DR - Capital One Payroll Account CR - Chase MMK	80,000.00 (80,000.00)
1/2/2013 Transfer from Water for AP and Payroll	DR - Chase MMK CR - Chase Water	180,534.46 (180,534.46)

Approved by Mayor:

WORK SESSION OF THE BOARD OF TRUSTEES
Monday, December 17, 2012
INC. VILLAGE OF FARMINGDALE

The Work Session of the Board of Trustees of the Incorporated Village of Farmingdale was held at Village Hall, 361 Main Street, Farmingdale, New York on Monday, December 17, 2012.

Present:

- Mayor Ralph Ekstrand
- Deputy Mayor Patricia Christiansen
- Trustee William Barrett
- Trustee Cheryl Parisi
- Trustee Thomas Ryan
- Attorney Claudio DeBellis
- Administrator/Clerk/Treasurer Brian Harty
- Deputy Clerk/Treasurer Barbara Kelly
- Public Works Superintendent Andy Fisch
- Building Superintendent Steve Fellman

Mayor Ekstrand opened the work session at 7:00 p.m.

PRINCE STREET – The Board met with the proposed new owners of a Prince Street business and discussed uses and possible rezoning of the property.

EXECUTIVE SESSION, upon a motion duly made and seconded, it was unanimously,

RESOLVED, to move to Executive Session to discuss legal matters pertaining to the Star Transmission public hearing.

Upon a motion duly made and seconded, it was unanimously,

RESOLVED, to reconvene the meeting.

PUBLIC HEARING STAR TRANSMISSION - Upon a motion made by Trustee Barrett and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2013-___), to open the public hearing for the special use application by Paul Johnson dba as Star Transmission Co.

Doug Hines representing Star Transmission spoke on behalf of the applicant. Parking needs for the applicant and stated that the business could fulfill all parking needs on the property and no street parking would be necessary. Mr. Hines presented exhibits that explain the prior use on the property and contended that the proposed use is not materially different. The exhibits are attached to these minutes.

WORK SESSION OF THE BOARD OF TRUSTEES
Monday, December 17, 2012
INC. VILLAGE OF FARMINGDALE

Upon a motion made by Trustee Parisi and seconded by Deputy Mayor Christiansen, it was unanimously,

RESOLVED (#2013-___), to close the public hearing.

Upon a motion made by Trustee Ryan and seconded by Trustee Barrett, it was unanimously,

RESOLVED (#2013-___), to allow the Special Use permit for Star Transmissions with the following conditions: approval by the Building Inspector of the amended plans; to allow for periodic inspections by the Building Inspector; the special use permit will expire every three (3) years and require renewal; and there will be no outside parking beyond five (5) spaces.

NORTHEAST FIRE PROTECTION DISTRICT – Upon a motion made by Trustee Ryan and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2013-___), to approve the revised agreement with Town of Oyster Bay to provide fire protection services for the Northeast Fire Protection District for the 2013 calendar year for a fee of \$69,459.

The following items were briefly discussed:

- Code car bids
- Proposed new local law for delinquent tickets
- Village Hall restoration/roof/HVAC
- FEMA application
- NCVOA sidewalks

SIDEWALK REPLACEMENT - Upon a motion made by Trustee Barrett and seconded by Trustee Parisi, it was unanimously,

RESOLVED (#2013-___), to approve the hiring of Roadwork Ahead under the existing requirements contract to repair sidewalk flags torn up during Hurricane Sandy for a cost not to exceed \$15,000. Resolution is being passed during work session due to the hazardous conditions.

The following items were briefly discussed:

- Water department discussion set for January 28th and will be the only item on the agenda.
- Superintendent Fisch gave an update on DPW equipment, storm clean up and leaf program.
- Barton application
- Category 7 health insurance change.

WORK SESSION OF THE BOARD OF TRUSTEES
Monday, December 17, 2012
INC. VILLAGE OF FARMINGDALE

EXECUTIVE SESSION, upon a motion duly made and seconded, it was unanimously,

RESOLVED, to move to Executive Session to discuss personnel and legal matters.

Upon a motion duly made and seconded, it was unanimously,

RESOLVED, to reconvene the meeting.

LUICK – Upon a motion made by Trustee Parisi and seconded by Trustee Ryan, it was unanimously,

RESOLVED (#2013-___),

WHEREAS, the Village Administrator informed John Luick that the Village was considering terminating his employment pursuant to New York State Civil Service Law Section 71 for remaining on Workers Compensation Leave in excess of one year;

WHEREAS, a Civil Service Law Section 71 hearing was held on December 11, 2012;

WHEREAS, on December 12, 2012 the Civil Service Law Section 71 hearing officer issued a report and recommendation that the Village adopt a resolution terminating Mr. Luick's employment; now, therefore, be it

RESOLVED that the Village Board of Trustees adopts the December 12, 2012 report and recommendation of the hearing officer which recommends that Mr. Luick's employment with the Village be terminated and direct the Mayor to take all actions necessary to effectuate the termination.

DPW MEO HIRING - Upon a motion made by Trustee Parisi and seconded by Trustee Barrett, it was unanimously,

RESOLVED (#2013-___), approve the hiring of James Kowalski as a DPW MEO at an annual salary of \$46,500.

EXECUTIVE SESSION, upon a motion duly made and seconded, it was unanimously,

RESOLVED, to move to Executive Session to discuss personnel and legal matters.

Upon a motion duly made and seconded, it was unanimously,

WORK SESSION OF THE BOARD OF TRUSTEES
Monday, December 17, 2012
INC. VILLAGE OF FARMINGDALE

RESOLVED, to reconvene the meeting.

There being no further work, the meeting was adjourned at 11:00 p.m.

Brian P. Harty
Administrator, Clerk/Treasurer

Debra Pagan

From: Gosline, Charles W (AS) <charles.gosline@ngc.com>
Sent: Wednesday, January 02, 2013 1:29 PM
To: 'Brian Harty'; Debra Pagan
Cc: Chip7iron@aol.com; John Capobianco; 'Cheryl Parisi'
Subject: RE: Request to use FV Hall

We are still looking to continue our committee efforts. Can you please confirm the use of FV Hall as noted below. thanks

From: Gosline, Charles W (AS)
Sent: Wednesday, December 12, 2012 11:28 AM
To: 'Brian Harty'
Cc: 'Debra Pagan'; 'Chip7iron@aol.com'; John Capobianco
Subject: Request to use FV Hall

Brian, we are looking to secure a few dates in 2013 to meet at FV Hall for 8-10 residents and businesses owners toward continuing the Downtown Master Plan implementation committee.

Can you please check the availability for Tuesday nights, from 7 - 8:30 pm, as follows;

- January 15, 2013
- Feb 19
- March 19
- April 16
- May 21
- June 18, 2013

Please let us know as soon as you can...

thanks,
Chuck Gosline
516-346-7411... charles.gosline@ngc.com

*The Master Plan Committee
has been meeting the
3rd Tuesday from
7-8:30 pm in 2012*

BUILDING DEPARTMENT

TO: Board of Trustees

The following building permit applications have been reviewed by this department and it has been determined that they comply with all zoning and building codes:

LOCATION	TYPE OF CONSTRUCTION/COMMENTS	ARB
Tortoso 14 Sullivan Rd. DB 12-105	1 st floor rear addition, 2 nd floor dormer with bathroom.	N/A
Inc. Village of F'dale 361 Main St. DB 12-106	New roof.	N/A
Labine 188 Thom. Powell Blvd. FP 12-27	Replace fence on front, rear & side property lines.	N/A
Living Faith Church 35 Hempstead Tpke. DP 12-04	Demolish one story building.	N/A
Ryan 108 Cherry St. DB 12-107	Legalize wood deck.	N/A
Masjid Bilal 425 Fulton St. DB 12-108	Install five HVAC roof top units.	N/A
T-Mobile 315 Eastern Pkwy. DB 12-109	Replace cables and antennas on water tower.	N/A
Medina 60 Prospect Pl. DB 12-110	Maintain 18'x6.5' deck.	N/A
Noya 90 Bethpage Rd. PP 12-39	Install 20 kw generator	N/A
Masjid Bilal 425 Main St. DB 12-111	Temporary shoring of roof trusses.	N/A
Kingswood 210 Fulton St. DB 12-112	Install new 6'x4' drywell.	N/A
Kingswood 210 Fulton St. SWP 12-17	Replace approx. 70 l/f of sidewalk.	N/A
Bedford 85 Jefferson Rd. PP 12-40	Run propane line to stove.	N/A
		N/A

A.B. Land Corp. 356 Fulton St. DB 12-113	Interior alterations for convenience store. Exterior façade renovation needs ARB approval.	X
Star Transmission 994 Fulton St. DB 12-114	Spec. Use Permit to operate as a transmission shop. BOT approved 12/17/12.	N/A
Karavas 184 Cherry St. DB 13-1	Construct three car detached garage with half bath.	N/A

Total Permits: 16

Building Superintendent

Dated: 1/7/13

Taxi Permit Applications for January – 2013

- 1 Michael Podesta
- 2 Robert Schuhert
- 3 Bob Mantooth
- 4 Christina Hardy
- 5 Lawrence Schmidt
- 6 Andrew Romano
- 7 Eric Meade
- 8 Richard Howe
- 9 Evelyn Downing
- 10 John Svendsen
- 11 Joseph Florio
- 12 Robert Plaut
- 13 Thomas Lucas
- 14 Vincent Lowther
- 15 Daniel Boikess
- 16 Johnny Orlando
- 17 William Hough, Jr.
- 18 George Olsen
- 19 Michael Hall
- 20 Joseph Bono
- 21 Michael Buhmann
- 22 Robert Bookstaver
- 23 Donnell Allen
- 24 Alec Firestone
- 25 Charles Tuttle
- 26 Craig Scanlon
- 27 Edgar Carlson
- 28 Jesse Lancaster
- 29 John Grant
- 30 Victor Critelli
- 31 Michael Leahy
- 32 Chris Hoffman
- 33 Eric Mills
- 34 John Fleming
- 35 Steven Radosta
- 36 Evan Greenberg
- 37 Jonathan Bermudez
- 38 Kendale Getaw
- 39 William Purpura
- 40 Lawrence Sass
- 41 Dante Deaguiar
- 42 Jake Blumenthal
- 43 Harry Held
- 44 Ian Carney



**INCORPORATED VILLAGE OF FARMINGDALE
AUTHORIZING RESOLUTION**

WHEREAS, the Incorporated Village of Farmingdale ("Village") wishes to retain the Firm of NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES, LLP, with offices at 3500 Sunrise Highway, Suite T207 Great River, New York, 11739, to represent the Village in connection with its claim for damages resulting from the ground water contamination of well 1-3; and

WHEREAS, the terms of the retainer are as set forth in the "GROUND WATER CONTAMINATION RETAINER AGREEMENT" annexed hereto and made a part hereof;

NOW THEREFORE BE IT RESOLVED:

The Mayor is authorized to execute the retainer annexed hereto and to retain the Firm of NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES, LLP, to represent the Village in connection with its claim for damages resulting from the ground water contamination of well 1-3.

The following vote was recorded in connection with this matter:

Mayor Ralph Ekstrand
Deputy Mayor Patricia A. Christiansen
Trustee William Barrett
Trustee Cheryl Parisi
Trustee Thomas Ryan

DULY RESOLVED, by the Board of Trustees, as of this 7th day of January, 2013.

Ralph Ekstrand
Mayor
Inc. Village of Farmingdale

Attest: _____
Brian Harty
Clerk/Treasurer
Inc. Village of Farmingdale
Farmingdale, N.Y.
January 7, 2013

GROUND WATER CONTAMINATION RETAINER AGREEMENT

TO: NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES, LLP
3500 Sunrise Highway, Suite T207
Great River, New York, 11739

I, the undersigned, on behalf of the Village of Farmingdale, retain the law offices of *Napoli Bern Ripka Shkolnik & Associates, LLP*, as my attorneys to prosecute a claim against any and all parties individuals and/or corporations that are found to be liable under the law, for wrongs and injuries suffered by me arising out of Ground Water Contamination of Supply Well #1-3. I specifically agree as follows:

1. **FEE PERCENTAGE:** Although I have been advised of the right to retain the law firm under an arrangement whereby the firm would be compensated on the basis of the reasonable value of services rendered or on an hourly rate, I and the law firm agree that the law firm shall be paid Twenty Five (25%) Percent of the sum recovered, whether by suit, settlement or otherwise.

2. **DISBURSEMENTS:** Only in the event there is no recovery, then the client shall not be obligated to pay the law firm a legal fee for services rendered nor be obligated to reimburse the law firm for disbursements incurred as a result of the litigation. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, long distance telephone charges among other charges. At the time of the final settlement or distribution of judgment proceeds, these expenses shall be deducted from the client's share prior to the computation of the Attorney's Fee.

Since this firm has been or may subsequently be retained by others having the same claim or a similar case, disbursements regarding the liability and/or damages of the defendants may be shared proportionately by all such plaintiffs. It is contemplated that this may be accomplished by participating with other firms nationally in a pooling of research and information for which a case by case membership fee will be necessary. As such, this will be deemed Disbursements, which will be deducted from the gross settlement prior to the computation of the Attorney's Fee.

3. **COMPUTATION OF FEES:** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. An example of how a contingency fee is computed is as follows:

Gross settlement	\$100.00
Disbursements	- \$10.00
Net settlement	\$ 90.00
25 % Attorney's Fee	\$ 22.50
Net to Client	\$ 67.50

4. **WITHDRAWAL:** The law firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the law firm to discontinue the handling of this claim, or if the client fails to cooperate with the law firm in the handling of this claim, client agrees to compensate the law firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the law firm has conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the law firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The law firm is under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** I understand that the Statute of Limitations period for my case must be investigated and that this Agreement is made subject to that investigation, which shall be completed within ninety (90) days of the date of execution of this Agreement.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

Should the firm elect to borrow money from any lending institution, the client's consent to the terms of the financing, including the rate of interest, shall be obtained by the firm in writing prior to such lending. Alternatively, the client shall have the option to finance the cost of the case themselves, in which case the client shall provide written notice of their intent to finance the costs of the case to the firm.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to

the final outcome of this matter. I further understand that I must immediately report any changes in address and telephone number to the law firm. **I understand that this Retainer Agreement is a binding legal contract. I expressly agree that I will fully and freely cooperate with my attorneys in all aspects required for the prosecution of this legal matter and that I will take no actions that frustrate or impair the success of this action.** _____ (initials)

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: Attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that *the firm* is a limited liability partnership under the laws of New York with a number of attorneys. Various firm attorneys may work on Client's case.

11. ASSOCIATE COUNSEL: Attorney may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

12. NEW YORK LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of New York and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York.

13. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties, hereto, and their respective heirs, executors, administrators, legal representative, successors, guardians and assigns.

14. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. RIGHT TO TERMINATE: At any time, the client has the right to terminate this Agreement. If the client advises the law firm to discontinue the handling of this claim, the law firm shall promptly return the file and client agrees to compensate the law firm for its costs and a reasonable amount for its services.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement and have answered any questions pertaining thereto. I further state that I have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2013.

Print Client's
Name: _____

Napoli Bern Ripka Shkolnik &
Associates, LLP

Signature: _____

By: _____

Address: _____

Phone: (____) _____

Printed Name of Attorney

R.W. TRUCK EQUIPMENT CORP
1100 ROUTE 109
FARMINGDALE, NEW YORK 11735

VILLAGE OF FARMINGDALE

10-23-2012

ATTN: BRIAN

RE: PLATFORM BODY TO REPLACE DUMP BODY
WE ARE PLEASED TO QUOTE THE FOLLOWING;

READING MODEL H-12-W PLATFORM BODY
12' 6" LONG X 96" WIDE
STAKE POCKETS SIDES AND REAR
WOOD DECK
42" HIGH STEEL BULKHEAD WITH WINDOW
ICC STEP AT REAR
MARKER LIGHTS AND MUD FLAPS

LABOR AND MATERIAL. \$ 3,851.00 EACH

THANK YOU FOR THIS OPPORTUNITY TO QUOTE YOU.

SINCERELY,
CURTIS FAVER

PHONE (516) 756-3666 FAX (516) 756-3661

TDI

Lifestyle Residential Communities

November 30, 2012

Mayor Ralph Ekstrand
361 Main St.
Farmingdale, NY 11735

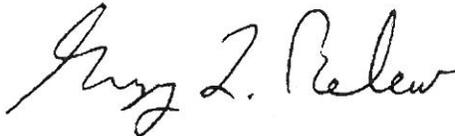
RE: Farmingdale Transit Oriented Development – Bartone Plaza

Dear Mayor Ekstrand:

I would like to thank you again for all of the assistance and support to date from you and your staff relative to our involvement in the “Bartone Plaza” development project at S. Front St. and Secatogue. As you are aware, TDI Real Estate has become involved with Bartone Properties as a joint venture partner in the development. We are excited to become an integral part of the realization of the Village’s vision for the Downtown Mixed Use Zoning District.

We look forward to working with you and your staff in the coming weeks to wrap up the remaining outstanding issues necessary to secure a building permit and commence construction on the development in the spring.

Sincerely,



Greg Belew
Executive Vice President
TDI Real Estate
212-660-0250

cc: Brian Hartly

Debra Pagan

From: nuyawka68@aol.com
Sent: Wednesday, December 12, 2012 11:31 AM
To: dpagan@farmingdalevillage.com
Subject: Earth Day clean up project

To the Mayor & The Board of Trustee,

I am on the Shared Decision Team at Saltman East Memorial Elementary School. They currently have a step up club that meets once a week. The children learn all about the environment and earth and how to care for it. I wanted to know if we could incorporate a clean up project for them during the spring around the time of Earth Day. I think the hands on experience will be a positive outcome for them and perhaps we can get some parents to help as well. Thank you for your time and I look forward to hearing back in the new year.

Sincerely,

Annemarie Voelker

Brian Harty

From: Michael Nettesheim [Mike@syossettrucks.com]
Sent: Thursday, December 27, 2012 10:52 AM
To: bharty@farmingdalevillage.com
Subject: FW: Trades

From: Michael Nettesheim [mailto:Mike@syossettrucks.com]
Sent: Thursday, December 27, 2012 10:02 AM
To: 'afisch@farmingdalevillage.com'
Subject: FW: Trades

From: Michael Nettesheim [mailto:Mike@syossettrucks.com]
Sent: Friday, November 30, 2012 2:31 PM
To: 'bharty@farmingdalevillage.com'
Subject: Trades

Brian,

The allowance we can give you on your equipment is as follows:

Unit #7 '95 chevy as is \$600.00
Unit #1 '89 GMC as just chassis is \$1,000.00
Unit #9 96 chevy as is \$1,000.00
Unit #5 crown vic as is \$500.00
Unit # ford explorer as is \$750.00

We will pick up and remove when ready.

Thank you,
Mike