

TOWN OF OYSTER BAY  
TOWN BOARD  
ACTION CALENDAR  
MARCH 15, 2016  
10:00 A.M.

JOHN VENDITTO  
SUPERVISOR

JAMES ALTADONNA JR.  
TOWN CLERK

P R E S E N T:

SUPERVISOR JOHN VENDITTO  
COUNCILMAN JOSEPH D. MUSCARELLA  
COUNCILMAN ANTHONY D. MACAGNONE  
COUNCILMAN CHRIS COSCHIGNANO  
COUNCILMAN JOSEPH G. PINTO  
COUNCILWOMAN REBECCA M. ALESIA  
COUNCILWOMAN MICHELE M. JOHNSON

A L S O P R E S E N T:

JAMES ALTADONNA JR., TOWN CLERK  
JAMES J. STEFANICH, RECEIVER OF TAXES  
LEONARD GENOVA, TOWN ATTORNEY  
DIANE SMITH, OFFICE OF THE TOWN CLERK  
CAROL STRAFFORD, DIRECTOR, LEGISLATIVE AFFAIRS,  
OFFICE OF THE TOWN ATTORNEY  
JUNE MASCIA, DEPUTY COMMISSIONER, GENERAL SERVICES  
DONNA P. SWANSON, DEPUTY TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
MATTHEW M. ROZEA, ASSISTANT TOWN ATTORNEY,  
OFFICE OF THE TOWN ATTORNEY  
MARTA KANE, DIRECTOR OF COMMUNITY RELATIONS,  
PUBLIC INFORMATION OFFICE  
BRIAN DEVINE, RESEARCH ASSISTANT,  
PUBLIC INFORMATION OFFICE

(Appearances continued on following page.)

I certify this is a true  
and accurate transcript.



\_\_\_\_\_  
YVONNE ANGELES  
Official Reporter/Notary

**ORIGINAL TRANSCRIPT**

ALSO PRESENT:

STEVEN MARX, EXECUTIVE ASSISTANT,  
OFFICE OF THE EXECUTIVE  
ANDREW S. ROTHSTEIN, DIRECTOR OF OPERATIONS,  
OFFICE OF THE EXECUTIVE  
RONALD SCAGLIA, ASSISTANT,  
OFFICE OF THE EXECUTIVE  
RALPH RAYMOND, DEPUTY TOWN CLERK  
RAYMOND T. SPAGNUOLO, DEPUTY TOWN CLERK  
CAROL A. FIORENZA, SECRETARY TO THE TOWN CLERK  
FRANK GATTO, ASSISTANT TO THE COMMISSIONER,  
GENERAL SERVICES  
VICKY SPINELLI, DEPUTY COMMISSIONER,  
DEPARTMENT OF HUMAN RESOURCES  
RICHARD LAMARCA, DIRECTOR,  
DIVISION OF LABOR-MANAGEMENT RELATIONS,  
DEPARTMENT OF HUMAN RESOURCES  
TIMOTHY ZIKE, DEPUTY COMMISSIONER DEPARTMENT  
OF PLANNING AND DEVELOPMENT  
BARRY BREE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PUBLIC SAFETY  
FRANK A. NOCERINO, COMMISSIONER, PARKS DEPARTMENT  
NEIL O. BERGIN, COMMISSIONER, DEPARTMENT OF  
ENVIRONMENTAL RESOURCES  
FRANK V. SAMMARTANO, DEPUTY COMMISSIONER,  
INTERGOVERNMENTAL AFFAIRS  
JAMES McCaffrey, DEPUTY COMMISSIONER, ECONOMIC  
DEVELOPMENT

1 SUPERVISOR VENDITTO: Ladies and  
2 gentlemen if everyone will finds seats, we will  
3 begin and we will begin -- we are all part of  
4 history this morning. We are live streaming and  
5 living in color from the Town of Oyster Bay.

6 Mr. Altadonna, if you would help us by  
7 polling the Board?

8 MR. ALTADONNA: Supervisor Venditto?

9 SUPERVISOR VENDITTO: I am here.

10 MR. ALTADONNA: Councilman Muscarella?

11 COUNCILMAN MUSCARELLA: Here.

12 MR. ALTADONNA: Councilman Macagnone?

13 COUNCILMAN MACAGNONE: Here.

14 MR. ALTADONNA: Councilman Coschignano?

15 COUNCILMAN COSCHIGNANO: Here.

16 MR. ALTADONNA: Councilman Pinto?

17 COUNCILMAN PINTO: Here.

18 MR. ALTADONNA: Councilwoman Alesia?

19 COUNCILWOMAN ALESIA: Here.

20 MR. ALTADONNA: Councilwoman Johnson?

21 COUNCILWOMAN JOHNSON: Here.

22 SUPERVISOR VENDITTO: Ladies and  
23 gentlemen, if everyone would please rise and join  
24 in the Pledge of Allegiance to our flag led by  
25 Councilman Tony Macagnone.

1 (Pledge of Allegiance recited.)

2 SUPERVISOR VENDITTO: I just want to  
3 remind everyone before we begin, not to be  
4 inhibited by the fact that tens of thousands of  
5 people are watching you this morning.

6 We will begin by calling the Regular  
7 Action Calendar.

8 Mr. Altadonna?

9 MR. ALTADONNA: May I have a motion to  
10 adopt Resolution Nos. P 5-16 and TF 4-16?

11 Personnel Resolution Nos. P 5-16 to  
12 P -16 and PA -16 to PA -16; Resolutions related to  
13 personnel of various departments within the Town of  
14 Oyster Bay.

15 Transfer of Funds Resolution No.  
16 TF 4-16; Resolution relating to Transfer of Funds  
17 within various departments accounts for the Year  
18 2016.

19 COUNCILMAN MUSCARELLA: So moved.

20 COUNCILMAN MACAGNONE: Seconded.

21 MR. ALTADONNA: Motion made by  
22 Councilman Muscarella, seconded by Councilman  
23 Macagnone.

24 On the vote, Supervisor Venditto?

25 SUPERVISOR VENDITTO: I vote "Aye."

1 MR. ALTADONNA: Councilman Muscarella?

2 COUNCILMAN MUSCARELLA: "Aye."

3 MR. ALTADONNA: Councilman Macagnone?

4 COUNCILMAN MACAGNONE: "Aye."

5 MR. ALTADONNA: Councilman Coschignano?

6 COUNCILMAN COSCHIGNANO: "Aye."

7 MR. ALTADONNA: Councilman Pinto?

8 COUNCILMAN PINTO: "Aye."

9 MR. ALTADONNA: Councilwoman Alesia?

10 COUNCILWOMAN ALESIA: "Aye."

11 MR. ALTADONNA: Councilwoman Johnson?

12 COUNCILWOMAN JOHNSON: "Aye."

13 MR. ALTADONNA: Motion to adopt

14 Resolution Nos. P 5-16 and TF 4-16 passes with  
15 seven "Ayes."

16 May I have a motion to adopt Resolution  
17 Nos. 112-2016 through 132-2016?

18 Supervisor, please be advised we have  
19 speakers on 112, 118, 120, 126, 127 and 131.

20 Resolution No. 112-2016; Resolution  
21 pertaining to Contract No. PWC 06-16, On-Call  
22 Engineering Services relative to Contract  
23 Administration, Requirements Contract for Concrete  
24 Replacement. (M.D. 2/16/16/#12).

25 Resolution No. 113-2016; Resolution

1 authorizing the Nassau County Police Marine Bureau  
2 to berth one marine enforcement boat at both Harry  
3 Tappen Marina and Theodore Roosevelt Marina for the  
4 2016 summer season with a waiver of fees. (M.D.  
5 2/23/16 #6).

6 Resolution No. 114-2016; Resolution  
7 authorizing the issuance of a refund of a Building  
8 Permit fee to James J. Stout & Associates. (M.D.  
9 2/23/16 #9).

10 Resolution No. 115-2016; Resolution  
11 authorizing the re-appointment of James Altadonna,  
12 Jr., Town Clerk, as registrar of vital statistics  
13 for the Town of Oyster Bay for the period beginning  
14 January 1, 2016 and ending December 31, 2017.  
15 (M.D. 2/23/16 #17).

16 Resolution No. 116-2016; Resolution  
17 granting request of St. Boniface Martyr Church, Sea  
18 Cliff, to use Tappen Beach to hold their annual  
19 Feast By the Shore and to have a waiver of Town  
20 Ordinances, 168-5B, and 168-22, the use of the  
21 showmobile and various Town equipment for the event  
22 from May 15-22, 2016. (M.D. 2/23/16 #7).

23 Resolution No. 117-2016; Resolution  
24 authorizing the issuance of a refund of a Building  
25 Permit fee to Towers Electrical Contracting, Inc.,

1 d/b/a Long Island Emergency Power. (M.D. 2/23/16  
2 #10).

3 Resolution No. 118-2016; Resolution  
4 authorizing the second one-year extension for  
5 On-Call Planning Services under Contract No. PWC  
6 060-14. (M.D. 2/23/16 #11).

7 Resolution No. 119-2016; Resolution  
8 authorizing the Town Wide Senior Trips for the  
9 period April through June 2016 and to authorize the  
10 Commissioner of Community & Youth Services to make  
11 any adjustments, deletions or changes as needed.  
12 (M.D. 2/23/16 #8).

13 Resolution No. 120-2016; Resolution  
14 pertaining to On-Call Planning Services, under  
15 Contract No. PWC 060-14 for the period January 1,  
16 2015 through December 31, 2015. (M.D. 2/23/16 #12).

17 Resolution No. 121-2016; Resolution  
18 authorizing the acceptance of the dedication of  
19 Lewis Court f/k/a Heroes Court Bethpage, and an  
20 adjacent drainage easement. (M.D. 2/23/16 #13).

21 Resolution No. 122-2016; Resolution  
22 authorizing the commencement of Town of Oyster Bay  
23 v. Richard A. Brummel litigation and a Stipulation  
24 of Settlement. (M.D. 2/23/16 #14).

25 Resolution No. 123-2016; Resolution

1 authorizing the use of sub-consultants relative to  
2 Contract No. PWC 23-14, On-Call Environmental  
3 Engineering, Old Bethpage Landfill Groundwater  
4 Monitoring and Hydraulic Modeling for laboratory  
5 analysis and environmental assistance. (M.D.  
6 2/23/16 #23).

7 Resolution No. 124-2016; Resolution  
8 pertaining to special counsel services to the Town  
9 in connection with the Town's Self-Insurance  
10 Program. (M.D. 2/23/16 #15).

11 Resolution No. 125-2016; Resolution  
12 authorizing the issuance of a refund of an  
13 overpayment of a parking permit fee to K. Lyons.  
14 (M.D. 2/23/16 #16).

15 Resolution No. 126-2016; Resolution  
16 authorizing the extension of an agreement to  
17 provide services as the Town's ethics counsel.  
18 (M.D. 2/23/16 #26).

19 Resolution No. 127-2016; Resolution  
20 pertaining to Contract No. PWC 22-16, On-Call  
21 Architectural and Engineering Services. (M.D.  
22 2/23/16 #27 & 3/1/16 #14).

23 Resolution No. 128-2016; Resolution  
24 authorizing Change Order, Extension of Time, and  
25 Final Acceptance of Contract No. DA 13-105, Flood



1 Mitigation/House Raising 20 Pirates Cove,  
2 Massapequa. (M.D. 2/23/16 #18 & 3/1/16 #22).

3 Resolution No. 129-2016; Resolution  
4 pertaining to Contract No. PWC 07-16, On-Call Civil  
5 Engineering, Lake Avenue C.V.M. Building Extension.  
6 (M.D. 2/23/16 #19 & 3/1/16 #23).

7 Resolution No. 130-2016; Resolution  
8 authorizing Contract No. PWC 15-14, On-Call  
9 Traffic Engineering for the Fairwater Avenue area,  
10 Massapequa. (M.D. 2/23/16 #22 & 3/1/16 #24).

11 Resolution No. 131-2016; Resolution  
12 pertaining to Contract No. HRR 13-089, Road  
13 Restoration at various locations throughout the  
14 Town of Oyster Bay. (M.D. 2/23/16 #24 & 3/1/16  
15 #37).

16 Resolution No. 132-2016; Resolution  
17 authorizing the award of Contract for Golf  
18 Professional Services and Driving Range Operations  
19 at the Honorable Joseph Colby Town of Oyster Bay  
20 Golf Course effective March 16, 2016 through  
21 December 31, 2018. (M.D. 2/23/16 #5 & 3/1/16 #38).

22 On the motion?

23 COUNCILMAN MUSCARELLA: So moved.

24 COUNCILMAN MACAGNONE: Seconded.

25 SUPERVISOR VENDITTO: On 112, Robert

1 Freier. Bob, where are you? Good morning, Bob.

2 MR. FREIER: Good morning.

3 I just want to make sure they are  
4 getting my good side.

5 Just a question. It seems -- I was  
6 looking at 112 and I see that's another use of a  
7 requirements contract and it's regarding concrete  
8 replacement.

9 I noticed Nelson & Pope got that  
10 contract. I'm just wondering why that was not put  
11 out to bid. What the makes them so uniquely  
12 qualified over anyone else with regard to that.

13 COUNCILMAN MACAGNONE: Nelson & Pope  
14 have been doing the concrete sidewalk work for us  
15 for years and we are very happy with them. We are  
16 looking to revamp the whole sidewalk program. We  
17 are going to be making some major changes, so we  
18 will be working with them on this.

19 MR. FREIER: I understand, you know,  
20 they have a long history with the Town, but how do  
21 you know that -- it's not like this concrete  
22 replacement is so uniquely specialized that there  
23 are not lots of firms out there that could  
24 potentially be bid and saving the Town a lot of  
25 money versus automatically giving it to them under

1 a requirements contract.

2 COUNCILMAN MACAGNONE: I agree with you  
3 on the requirement contracts. They are a lot of  
4 money. This is 13,000. I understand, but we are  
5 going to be looking at requirement contracts that  
6 are a lot of money and cutting them down. For  
7 something small like 13,000, it's a good use for  
8 the time. We get to it quicker and get things  
9 moving quicker.

10 MR. FREIER: Thank you.

11 SUPERVISOR VENDITTO: What the  
12 councilman, Bob, just so you know, the project of  
13 this size renders itself relative to --

14 MR. FREIER: I know, but they are a  
15 regular under requirements contract and -- you  
16 know, \$13,000, I agree is a lot in the overall  
17 budget and the Town is not a lot of money. But --

18 COUNCILMAN MACAGNONE: I agree, but you  
19 are going to see some of the larger contracts, not  
20 the requirement contracts.

21 SUPERVISOR VENDITTO: Hal, do you want  
22 to add something?

23 MR. MAYER: Only to remind all of use  
24 that there is a difference between requirement  
25 contracts that contractors provide physical work

1 and on-call services contracts that professionals  
2 provide. I believe in the resolution in question,  
3 what's being authorized is money for the firm of  
4 Nelson & Pope which is a professional firm that  
5 inspects and does other related professional work  
6 in accord with the actual construction.

7 I also wanted to make it clear for the  
8 requirement contracts, contractor's physical work,  
9 those are bid contracts. I want to colloquially  
10 say requirement contracts as opposed to bid jobs.  
11 That's a false dichotomy. They're all bid jobs,  
12 just not projects.

13 With the professional for the on-call  
14 services, unlike physical work or goods and  
15 services, at least in the State of New York, those  
16 are not supposed to be bid. Those are supposed --  
17 price is supposed to be taken into account. But  
18 professional services are supposed to be awarded  
19 based on qualifications, not low bid and there is a  
20 difference between the two.

21 SUPERVISOR VENDITTO: Thank you.

22 I have -- I think on 112, Robert Ripp.

23 MR. RIPP: Yes, thank you.

24 SUPERVISOR VENDITTO: I'm sorry what  
25 number did we call up to?

1 MR. ALTADONNA: We called all.

2 SUPERVISOR VENDITTO: Robert, you are  
3 on 112, 118, 120, 126, 127 and 131.

4 COUNCILMAN PINTO: 117 and 118 is  
5 tabled.

6 MR. RIPP: My name is Robert Ripp. I'm  
7 from Massapequa, New York.

8 A couple of questions regarding this  
9 Resolution.

10 SUPERVISOR VENDITTO: Which one are we  
11 talking about?

12 MR. RIPP: 112.

13 I just want to get -- I know Mr. Mayer  
14 just touched on it, but I just wanted to get, in my  
15 head, straight, the difference between a  
16 requirement contract and a bid contract.

17 There's a story that came out yesterday  
18 in the paper that Nassau County is now reviewing  
19 some of their requirement contracts, but in my --  
20 from my limited knowledge, I understand a  
21 requirement contract to be a contract to be used  
22 for, like, a repeated service.

23 For instance, if the Town had a  
24 requirement contract for fences, which they do, and  
25 let's say the fence at Burns Park, there was an

1 accident on Merrick Road and car went up and  
2 knocked a piece of fence down, then we would use  
3 the requirement people to repair that piece of  
4 fence, .

5 Is that what a requirement contract  
6 would be about?

7 For instance, if we use so much toilet  
8 paper every year, we are not going to rebid the  
9 contract.

10 What I'm a little confused about is  
11 just because a company has a requirement contract  
12 for fences, that wouldn't mean if we build another  
13 park, like say, we built the Field of Dreams, that  
14 automatically gave that company the right to do all  
15 the fences in that park, right? That would be bid  
16 out, right?

17 SUPERVISOR VENDITTO: I'm trying not to  
18 interrupt you, but don't know if it's quite as  
19 simple as you make it. I don't know about toilet  
20 paper. I'm not trying to be funny, but I don't  
21 know that toilet paper is a subject of a  
22 requirement contract.

23 MR. RIPP: Just a bad example, I guess.

24 SUPERVISOR VENDITTO: Also, don't lose  
25 site of the fact that requirement contracts are

1 bid. I think, sometimes, there's lack of  
2 understanding that requirement contracts aren't  
3 subject to bidding. They are bid in the first  
4 instance and then depending, on a case-by-case  
5 basis, as the need arises, the experts, so to  
6 speak, the bureaucrats, the department, the  
7 consultants will make determinations as to what is  
8 the best way to approach the project.

9 I think the example you gave, by the  
10 way -- it would be my understanding that if a car  
11 ran off Merrick Road and hit a fence in Burns Park,  
12 I think something like that would lend itself to --  
13 it's a quick fix, just like you said before, with  
14 the amount in question.

15 But I don't know that you can pigeon  
16 hole everything into when is a requirement contract  
17 best used, not used, when it should become project  
18 specific on a certain bid. I don't know that you  
19 summed that all up with one general --

20 MR. RIPP: Getting right into this  
21 particular resolution, I noticed that we are using  
22 Nelson & Pope and we spoke to them specifically  
23 with regard to their work in Burns Park. I was  
24 able to get a little bit more information regarding  
25 Nelson & Pope and what I'm coming to understand is

1 that there was a contract bid to do a ball field at  
2 Burns Park and Nelson & Pope -- the person that won  
3 that bid was Laser Industries. Laser Industries,  
4 themselves, contracts Nelson & Pope for engineering  
5 stuff.

6 And now, what I don't understand here  
7 is according to the resolution, the park job was  
8 bid. I think the original bid was 300,000 and then  
9 shortly afterwards there was a change order that  
10 the Board voted on. It was almost one and half  
11 million dollars.

12 SUPERVISOR VENDITTO: Robert, I don't  
13 want to be difficult, but didn't we cover this last  
14 time?

15 MR. RIPP: I'm just giving --

16 SUPERVISOR VENDITTO: Robert, I just  
17 want to make sure I know what we are talking about.

18 Didn't we talk about the contaminated  
19 site at Burns Park?

20 MR. RIPP: This is a different  
21 discussion. I'm talking about Nelson & Pope.

22 SUPERVISOR VENDITTO: Go ahead.

23 MR. RIPP: Nelson & Pope was  
24 responsible for that job. They were the engineers  
25 there. The job was bid at 300,00000. From my



1 understanding, the Town got \$250,000 grant from  
2 New York State, so it should have cost the Town  
3 \$50,000 to do the job. Shortly after starting the  
4 job, Nelson & Pope put in a request for a change  
5 order for a million and a half dollars. The items  
6 that they wanted to add for this change order were  
7 bury construction debris and removal which they  
8 charged \$920,000 for. Then they had a second  
9 contaminated material removal and disposal which  
10 they priced out at \$321,000.

11 This is where the requirement contracts  
12 come into play. Then -- or even the bidding  
13 process because then they added in black vinyl  
14 chain fence, \$2,800. That's four-foot high,  
15 eight-foot fence, \$2,700, ten-foot fence, \$4,600,  
16 12-foot, \$24,000, black vinyl chainlink fence,  
17 \$ ,000. Then they erected a batting cage with  
18 modifications, \$11,350. They did some fire hydrant  
19 work, almost \$8,000. They installed water  
20 fountains, \$5,400. They did light pole padding  
21 which I imagine is the light out in the outfield.  
22 That was \$33,400. And then they heavy-duty  
23 synthetic turf, which we talked about, \$16,000.  
24 They did practice field striping. That cost  
25 \$12,000. A welded wire fabric reinforcement was

1       \$6,000 and they had miscellaneous concrete and  
2       modify outfield fence.

3               My question on this is, why wouldn't  
4       this have been all originally included in the  
5       original bid? How do we know that other entities  
6       that bid on this job didn't include this work? If  
7       you are bidding on a ball field, to me, the  
8       backstop goes with it; the fence goes with it.

9               Could it have been that Laser got the  
10       bid because they didn't include this initially in  
11       their bidding?

12               What really bothers me about Nelson &  
13       Pope is, in this interoffice department memo that  
14       they provided to the Town, which rectifies their  
15       change order for \$1.5 million -- they go on to  
16       explain that they had to remove and dispose of  
17       construction debris from the northwest field. They  
18       had to remove and dispose of contaminated material  
19       from the northwest field. They also provided a  
20       letter to the Department of Public Works to the  
21       Commissioner at the time and it's pretty explicit.

22               It's, again, justifying the need for  
23       the change order. It explains that in the  
24       northwest field, the items added in order to  
25       remediate approximately 7,300 cubic yards of buried

1 construction debris within the field limits.

2 During the process --

3 COUNCILMAN MACAGNONE: How deep was  
4 that debris? Did they say how deep the debris was?

5 MR. RIPP: Originally -- I kind of want  
6 to get out what I want to say, but originally, when  
7 the DEC showed up, they were showing an excavation  
8 area 150 feet long by 60 feet wide by 5 feet deep.  
9 The DEC showed up and they were showed this --  
10 7,300 cubic yards turns into 500 tons. They were  
11 showed this site.

12 Actually, let me read this and then  
13 I'll get to that. The northwest field -- this  
14 \$920,000 to justify this change order, they're  
15 saying this item was added in order to remediate  
16 approximately 7,300 cubic yards of buried  
17 construction debris within the field limits.

18 During the process of excavation, what  
19 was anticipated to be soil -- the top soil layer  
20 and concrete, bricks, asphalt, wood, utility poles,  
21 asbestos and other materials were encountered. It  
22 was determined that this debris would not provide a  
23 sufficient subgrade to construct a synthetic turf  
24 field and, therefore, had to be removed. This is  
25 the original call, which by the way when the DEC

1 was notified, from the records I received from the  
2 DEC, there was unknown citizen that made a  
3 notification of the smell of diesel fumes coming  
4 from the field somewhere.

5 I would imagine based on an  
6 investigation, they figured that that soil might  
7 have had some kind of diesel fuel and DEC was very  
8 specific. They gave Nelson & Pope remediation  
9 orders, what they needed to do with that. Nelson &  
10 Pope did not mention anything to anyone about  
11 asbestos material, about concrete. We are talking  
12 about -- there's a big case going on in Islip  
13 regarding illegal dumping. We are talking about  
14 citizens that could be infected by this  
15 contaminated material.

16 So they justified this 500-ton job by  
17 claiming that there was all this debris in there,  
18 but they only reported to the DEC that somebody  
19 smelled diesel fuel. As far as DEC was aware of  
20 this complete job, that's all they knew about.  
21 They didn't know anything about this. Now they  
22 added another \$320,975 to the contract. That was  
23 because they then decided to remove another 1,800  
24 tons of contaminated material that was, according  
25 to Nelson & Pope, it was infused soil mixed with

1 construction debris.

2 The remarkable thing about this is that  
3 all this material, this 2,300 yards of material was  
4 disposed of as nonhazardous material, plain old  
5 dirt. The best part is, in order to fill that  
6 2,300 ton hole, Nelson & Pope arranged for us to  
7 purchase new fill to go in there.

8 I don't feel that Nelson & Pope is a  
9 reputable company to be working with. I don't  
10 think you should be agreeing to do this resolution  
11 no matter how large or how small it is. It's my  
12 personal opinion that Nelson & Pope should get a  
13 good looking at, what kind of work they are doing  
14 here.

15 I would like to know -- we are talking  
16 about requirement contracts. I happen to do a  
17 little research and I found 11 requirement  
18 contracts that the Town has out there. And I  
19 understand they all get bid. Now, we have one for  
20 requirement for general construction. We have one  
21 for miscellaneous construction. We have one for  
22 signs. We have one for tree trim. We have one to  
23 clean and inspect the drainage system. We have one  
24 for electrical. We have one for tree removal. We  
25 have one for fence. We have one for tree planting.

1 We have one for utility and one parks irrigation.

2 I would like to know how many  
3 contractors pull more than one requirement contract  
4 with the Town.

5 And just to step back one second, I  
6 would also like to explain to the Board that  
7 Nelson & Pope -- this Burns Park job was bid out at  
8 300,000 and Nelson & Pope did a change order for  
9 another 1.5 million, but if you go to Laser  
10 Industries website, they claim they were paid 4.9  
11 for the job. To me, that means that the difference  
12 between what was approved via resolutions and  
13 change orders was approved through requirement  
14 contracts. If that's true, we have a big problem.

15 SUPERVISOR VENDITTO: Let me stop you  
16 there. I believe we did this last time, maybe not.

17 John Ellsworth, I know I asked you to  
18 go over this whole thing -- this whole scenario day  
19 one right up until today. Some of the things that  
20 Mr. Ripp is saying sounds inaccurate. What I would  
21 like you to do now, sorry that we have to do it,  
22 but having heard this recitation of the facts, I'd  
23 asked you to review the records and -- why don't  
24 you tell us what really happened?

25 MR. ELLSWORTH: First of all --

1 SUPERVISOR VENDITTO: My understanding  
2 is the bid was not --

3 MR. ELLSWORTH: I don't know where the  
4 300,000 number came from.

5 MR. RIPP: I don't mean to interrupt.

6 SUPERVISOR VENDITTO: Robert, let  
7 him --

8 MR. RIPP: I just want to tell him one  
9 thing because I know you are going to give me some  
10 information here. I just want you to know that  
11 when I foiled this information from DEC, I got  
12 everything that they gave me within days. I'm  
13 still waiting to hear from the Town.

14 SUPERVISOR VENDITTO: You are going to  
15 hear right now. You spoke. We have a lot of facts  
16 that you put on the record from your perspective.  
17 Let's see what the Town records revealed.

18 MR. ELLSWORTH: I don't know where the  
19 \$300,000 came from. The job was never a \$300,000  
20 job.

21 MR. RIPP: What was it bid for?

22 SUPERVISOR VENDITTO: Let him speak,  
23 Robert.

24 MR. ELLSWORTH: It was bid for  
25 1.2 million.

1 SUPERVISOR VENDITTO: Robert, let him  
2 speak uninterrupted. We let you speak.

3 MR. RIPP: Okay.

4 MR. ELLSWORTH: I don't know your  
5 process in reviewing information that you received  
6 from an agency like the DEC. The documents are  
7 pretty clear. The \$300,000 component of the change  
8 order was for contaminated material. That was  
9 reported to the DEC. The DEC received a work  
10 program from Nelson & Pope for the removal of that  
11 material. That work was performed under the  
12 supervision of the DEC and the DEC ultimately  
13 closed it out. They were satisfied that everything  
14 was done according to their requirements.

15 The second thing is that the \$900,000  
16 component of the change order, that was for the  
17 removal of construction debris. Nelson & Pope did  
18 extensive investigation before the work commenced  
19 within the restrictions of keeping that field in  
20 operations, those two fields, because they are the  
21 most heavily used fields in the Town of Oyster Bay.  
22 They could not take them out of operation. What  
23 you would like to do before work -- I wish the  
24 camera was around on this side, so you can see the  
25 faces he's making. The procedure you would like to



1 do under those circumstances is dig holes all over  
2 the place to see what's underneath. Nelson & Pope  
3 could not do that, so what they did was, they  
4 undertook, what's known as ground penetrating  
5 radar, which is not intrusive. It sends sound  
6 signals down into the ground and bounces back and  
7 you can see, to a certain degree, what's under the  
8 ground.

9 Based on that information, there was  
10 about 50 cubic yards of concrete. That was  
11 identified and included in the original bid specs.

12 They also undertook 12 borings on the  
13 field which are narrow diameter holes in the ground  
14 that did not disrupt the use of the field. In  
15 those 12 borings, just by chance, there was no  
16 unsuitable material revealed.

17 It was not until they started the  
18 project that uncovered and they found the material  
19 and they examined it and decided it was not  
20 suitable to be under a new artificial turf field.

21 MR. RIPP: Are you finished now?

22 MR. ELLSWORTH: I don't know. I have  
23 to see if the Board wants more information.

24 MR. RIPP: Just so I am clear, what you  
25 are saying is -- and I agree with you, the spill

1 was closed out because what was reported to DEC, I  
2 have it right here, is the smell of petroleum. The  
3 spill was closed out because that job was supposed  
4 to be the 500 tons.

5 I'm a little confused. You are telling  
6 me that even Nelson & Pope had preexisting --  
7 Mr. Mayer already stated they had preexisting  
8 knowledge of possible construction debris there.

9 They did these tests and you're telling  
10 me that the main concern was the use of the field?  
11 Nelson & Pope put in writing to the Town to justify  
12 \$920,000, which is justified by Nelson & Pope in  
13 the original 500 tons, small hole, not the 1,800  
14 tons. They put in there what was removed. They  
15 specifically listed hazardous materials, but all  
16 their transfers -- I have everything right in front  
17 of me right here -- all the transfer stuff is  
18 nonhazardous. Not only that, but this is another  
19 question.

20 MR. ELLSWORTH: Can I stop him there?

21 SUPERVISOR VENDITTO: Yes.

22 Also, Rob, don't speak in the language  
23 of a prosecutor, "are you telling me." You made  
24 your statement --

25 MR. RIPP: I'm sorry. I don't mean to

1 do it on purpose.

2 SUPERVISOR VENDITTO: I know that. You  
3 made your statement. We listened to it carefully  
4 even though it hurt our ears. We listened to  
5 John's statement and that's it.

6 MR. RIPP: That's it?

7 SUPERVISOR VENDITTO: That's it.

8 MR. RIPP: So we disagree.

9 MR. ELLSWORTH: He seems to be pointing  
10 to the term nonhazardous and that is a term of art  
11 with the DEC. There were two levels of  
12 contaminated material: Hazardous and nonhazardous.  
13 Hazardous requires very special removal.  
14 Nonhazardous, it's still contaminated, but you  
15 still have to go through the DEC program and that  
16 is the construction debris, which is in neither of  
17 those two categories.

18 MR. RIPP: In your opinion, is asbestos  
19 hazardous or nonhazardous?

20 MR. ELLSWORTH: It's not -- the DEC  
21 spill program does not cover asbestos.

22 MR. RIPP: Because the DEC spill  
23 program is designed to report spills of liquids,  
24 not hazardous material like asbestos in  
25 construction debris. This is my whole point. This

1 is my whole point. This is what happened on this  
2 job. Nelson & Pope or whoever it was that reported  
3 it, reported a spill to the DEC. This is a DEC  
4 spill hotline --

5 MR. ELLSWORTH: There are two different  
6 things.

7 MR. RIPP: I know --

8 SUPERVISOR VENDITTO: I don't think --  
9 Robert, Robert, stop. You apparently have done  
10 some research which has led you to certain  
11 conclusions. John is telling you from the Town's  
12 perspective. He has given you the graphics and  
13 trying to explain to you -- maybe, maybe some of  
14 the conclusions you arrived that weren't accurate.  
15 Listen to what he is saying. You may disagree and  
16 you may say, I heard from you, but I respectfully  
17 disagree. John, finish your statement. We need to  
18 move on.

19 MR. ELLSWORTH: The DEC spill was for  
20 the -- the spill program was for the petroleum  
21 spill, period, end of sentence, end of paragraph.  
22 The debris was completely separate that was not  
23 subject to the DEC spill program. There was  
24 asbestos in there that was not discovered until  
25 they started digging and they found what was

1 underneath.

2 MR. RIPP: What you're saying is that  
3 when you found the asbestos, you did not report it  
4 to the DEC? That's what you just said, right?

5 MR. ELLSWORTH: I don't think the DEC  
6 regulates asbestos.

7 MR. RIPP: I just want to --

8 MR. ELLSWORTH: Can I finish my  
9 sentence, please? Asbestos goes through the  
10 New York State Department of Labor.

11 MR. RIPP: I want to point out two  
12 points. One is, during the removal of this  
13 material, I find it a little interesting that Laser  
14 was able to subcontract out the disposal of this  
15 material to ESI. We're giving a contract to a  
16 company and they are turning around and this is how  
17 it works in business. They take a piece of that  
18 and then they sub it out to someone else.

19 To me, that means that we are  
20 bidding -- we are paying too much on a contract to  
21 begin with.

22 The other point I wanted to bring out  
23 to you is, it seems that Nelson & Pope did not  
24 close out the spill with DEC until February 25,  
25 2016. I have an e-mail from Nelson & Pope to the

1 DEC which is when they provided the DEC with their  
2 report for the first time. They never even closed  
3 the thing out.

4 SUPERVISOR VENDITTO: It's closed now?

5 MR. ELLSWORTH: It's closed. It was a  
6 clerical oversight. They did all the work. They  
7 had the paperwork in hand and it was submitted to  
8 the DEC and within a matter of a couple of days,  
9 they closed the spill out.

10 COUNCILMAN MACAGNONE: John, is ESI a  
11 remediation company?

12 MR. ELLSWORTH: Yes.

13 SUPERVISOR VENDITTO: They were called  
14 in because there was an item of work that was  
15 beyond the scope of Nelson & Pope and brought in  
16 somebody that could do it right. It's not that  
17 complicated.

18 MR. RIPP: There's one other thing; I  
19 noticed that in the DEC report, there was a  
20 condition of standing water in the hole they were  
21 working on and DEC tested it as per Nelson & Pope.  
22 They were -- they got -- Nelson & Pope got the okay  
23 that the water was not contaminated in any way and  
24 they can pump it into the Nassau County sewer  
25 system. But I noticed in the documents that they

1 also hired Clear Flow, some grease removal,  
2 nonhazardous cleanup company, to pump out 4,000  
3 gallons of water and remove it.

4 I'm a little confused. If this water  
5 was okay to pump into the sewer system, why did we  
6 have to hire somebody to pump it out and pay to  
7 remove it.

8 SUPERVISOR VENDITTO: Be my guest.

9 MR. ELLSWORTH: Let me resolve your  
10 confusion.

11 You've got things reversed. They pump  
12 the contaminated water out first, got the remaining  
13 ground water tested, found out it clean and then  
14 they pumped that into the county drainage system.

15 MR. RIPP: Thanks for explaining that  
16 because I didn't read any of that in the DEC stuff.

17 Thank you.

18 MR. ELLSWORTH: You're welcome.

19 MR. RIPP: 118?

20 COUNCILMAN PINTO: We are tabling 118  
21 and 120. We had some questions with regard to  
22 that.

23 MR. RIPP: It's off the board?

24 COUNCILMAN PINTO: I think it's  
25 offline, but we just had a couple of questions.

1 SUPERVISOR VENDITTO: When they come  
2 back, you have will the opportunity --

3 MR. RIPP: That was 118 and 120, you  
4 said?

5 COUNCILMAN PINTO: Yes.

6 SUPERVISOR VENDITTO: You're next up on  
7 126, 127 and 131.

8 MR. RIPP: Did I put 126 on there?

9 SUPERVISOR VENDITTO: Speak on what you  
10 want. You're not limited.

11 MR. RIPP: Thank you very much. 126 is  
12 a resolution approving an amount not to exceed  
13 \$50,000 for the outside counsel that is --

14 SUPERVISOR VENDITTO: Is this on the  
15 Ethics Code?

16 MR. RIPP: Yes.

17 SUPERVISOR VENDITTO: You do have 126.  
18 I'm sorry.

19 MR. RIPP: The outside counsel that  
20 Town is paying -- I don't know why we are paying  
21 them, but -- I am really confused about all of  
22 this. The Town of Oyster Bay constructed their own  
23 Ethics Board.

24 When you constructed it years ago, it  
25 does not seem to me that it was put together the



1 right way. You have all the Town offices and the  
2 Town attorney and people on the Ethics Board that,  
3 obviously, cannot give an unbiased opinion.

4 I wrote to the Ethics Board back in  
5 2013, 2014 complaining about the former  
6 Commissioner Ippolito.

7 In my opinion, the Ethics Board's, it's  
8 primary function is not for citizen to complain to.  
9 It's supposed to be a sounding board for the Board.  
10 If you are not sure which way to go, you ask a  
11 question, like, should we extend this contract,  
12 should we do this?

13 We are operating for well over a year  
14 with no Ethics Board at all. Not just me that I'm  
15 not getting stonewalled, I'm not getting replies  
16 because I'm not. Right? This is absurd. How are  
17 we operating without re-electing -- without  
18 defusing or however you want to say it, deleting  
19 the old Ethics Board and voting in a new Ethics  
20 Board.

21 I mean, in the times that we are going  
22 through today -- there's a lot of questions. A lot  
23 of people have a lot of questions. There's a lot  
24 of things going on, that in my opinion, if I was  
25 sitting up there, I would want to be able to bounce

1 questions off an unbiased, impartial person.

2 COUNCILWOMAN JOHNSON: Can I add to  
3 this?

4 SUPERVISOR VENDITTO: Let him finish.

5 MR. RIPP: I would like to say, in lieu  
6 of not having an Ethics Board, I really don't know  
7 what these attorneys are doing because none of the  
8 information is released to the public. We don't  
9 know -- I would just like to bring to your  
10 attention that, you can't ask for advisory opinions  
11 from New York State. That's just what I want to  
12 say about that one.

13 SUPERVISOR VENDITTO: Just before --  
14 Councilwoman Johnson wants to say something, but  
15 before she does, I just want to explain to you --  
16 going back into the -- I don't know '80s and '90s,  
17 we had a very active and very vibrant Board of  
18 Ethics. They did deliver, from my standpoint, very  
19 unbiased opinions. They were chastised where --  
20 chastised where it was necessary. They did a very  
21 good job. For whatever reason and I think you will  
22 find across the length and breadth of, at least  
23 Nassau County anyway, the Ethics Boards in the  
24 various municipalities became very stagnant. There  
25 was a -- they typically act on inquiries and

1 complaints.

2 For the longest period of time, there  
3 were no inquiries or complaints made of the Ethics  
4 Board, generally, so much so that I think it was  
5 about a year ago -- somebody help me with this -- I  
6 think the Nassau County District Attorney's office  
7 sent out a letter, a general letter. I don't see  
8 any heads nodding. Am I losing it or -- they sent  
9 out a general letter admonishing all the  
10 municipalities to get up to snuff with their Ethics  
11 Board. Am I right? Does anybody remember the  
12 letter?

13 MR. ROZEA: I don't recall having  
14 seeing it, but it's possible.

15 SUPERVISOR VENDITTO: My recollection  
16 is that every Municipality, Villages, Towns and the  
17 County itself, were all -- a yellow light was  
18 flashed admonishing them. They made sure -- we are  
19 finding too many problems with Ethics Boards that  
20 have become defunct and not being utilized or what  
21 have you and everybody upgraded, so to speak, and  
22 get in line and make sure that you have a  
23 functioning -- a functional Ethics Board.

24 Obviously, you said it yourself, in the  
25 times in which we live, it does seem there has been

1 a rather significant uptake in matters concerning  
2 the Ethics.

3 In response to that, the Town of Oyster  
4 Bay snapped to it and retained a, I think one of  
5 the foremost or among the foremost law firms to  
6 realign things in the Town of Oyster Bay and come  
7 forward with a new, I guess, statutory scheme, new  
8 laws which will help reconstitute the Ethics Board  
9 and hopefully, make it very, very functional and  
10 very, very unbiased. I'm sorry.

11 COUNCILWOMAN JOHNSON: That's all  
12 right. That's pretty much what I was going to say.  
13 The Town Board is in receipt of a proposed new  
14 local law amending or making a new code ethics. We  
15 are going to review it and ultimately, it will be  
16 part of a public hearing. We are getting there.

17 MR. RIPP: I'm happy to hear that, but  
18 you are renewing this contract for the second year.  
19 You guys are supposed to be top-notch attorneys.  
20 How long --

21 SUPERVISOR VENDITTO: It takes time.

22 MR. RIPP: It takes time to hire a new  
23 Ethics Board.

24 COUNCILWOMAN JOHNSON: Drafting,  
25 researching, these things to take time.

1 MR. RIPP: Thank you.

2 SUPERVISOR VENDITTO: They need to get  
3 it right.

4 MR. RIPP: I agree.

5 SUPERVISOR VENDITTO: I have to stop --  
6 nothing to do with you. No one recalls the letter  
7 from the District Attorney's office? I'm being  
8 serious.

9 MR. ROZEA: Like I said, I don't recall  
10 having received the letter. It may have been sent  
11 to the Town.

12 SUPERVISOR VENDITTO: Humor me. Can  
13 you ask someone to check while we are still in  
14 session? I distinctly remember the letter.

15 Sorry, Robert.

16 MR. RIPP: I would love -- maybe I  
17 could see the letter.

18 SUPERVISOR VENDITTO: Assuming it was  
19 not written confidentially. I'm just testing my  
20 sanity right now. I distinctly remember the  
21 letter. Go ahead.

22 MR. RIPP: 127.

23 SUPERVISOR VENDITTO: Whatever you  
24 have. Go ahead.

25 MR. RIPP: This a resolution pertaining

1 to -- I'm sorry. This just popped into my head. I  
2 know Mr. Mayer explained it that Nelson & Pope was  
3 only advising on concrete requirement. I  
4 understand that part. They're not doing the  
5 concrete work.

6 I want to ask you, who has that  
7 contract for that concrete work.

8 SUPERVISOR VENDITTO: Who was concrete  
9 work right now?

10 COUNCILMAN MACAGNONE: Landtek and  
11 Landtek has it right now. As I said earlier, we  
12 are reviewing everything about it.

13 MR. RIPP: Thank you.

14 I apologize for stepping in.

15 This resolution has to do with hiring  
16 architect, Angelo Francis Corva & Associates and  
17 this is in relation to Contract PWC2216 which is  
18 contract that, from the limited records that I  
19 received from the Town, I am of the belief that  
20 this is a contract that was previously held by Doug  
21 Wilke and this contract has to do with Littauer  
22 Estate.

23 Now, I'm a little bit confused about  
24 the whole thing here because -- I'd like to know is  
25 Mr. Wilke now off this contract or is Mr. Corva

1 coming on to work with him? I also questioned even  
2 the need for this contract. I mean, I know Angelo  
3 Corva, I don't know him personally, but I know that  
4 he is a very big supporter to, Mr. Venditto, to  
5 your political club. Within the last couple of  
6 years he supported -- he donated over \$10,000 to  
7 your son Michael Venditto's political club. I know  
8 he was the attorney on record in the Main Maid  
9 Inn -- not the attorney, excuse me, the architect  
10 on record in the Main Maid Inn case. I know that  
11 he was the architect when yourself and Mr. Ippolito  
12 and some other people in the task force were  
13 presenting a plan for the Nassau Coliseum a few  
14 years ago.

15 So, I'm at a little bit of a loss for  
16 this. The whole contract scheme -- this is another  
17 thing I was able to do a little more research in  
18 since the last time we spoke about the Littauer  
19 Estate. I don't want to talk about the estate. I  
20 want to talk about these contracts that are  
21 associated with it because from what I could see,  
22 Mr. Wilke holds Contract PWC022-08, 09, 10, 16 and  
23 PWE005-09.

24 To date, the records that I have  
25 indicate that Mr. Wilke was paid \$89,000 for

1 PWC022-08. He was paid \$169,335.10 for PWC022-09.  
2 He was paid \$181,799.24 for PWC022-10. He was paid  
3 \$12,500 for 22-16 which we spoke about at the last  
4 meeting and he was paid \$117,151.05 on the  
5 PWE 005-09.

6 Total so far the Town has paid, both  
7 Wilke and his architect firm, through these  
8 contracts, \$569,785.39.

9 I understand there was a grant provided  
10 for work in the Littauer Estate. I see that the  
11 grant or the information I got, the grant was  
12 specific to a heating system and it has nothing to  
13 do with the construction.

14 I understand that the majority of these  
15 contracts, to the best of my knowledge, are more  
16 towards the planning and he is an architect drawing  
17 plans and stuff. What I don't get is, after  
18 visiting the farm, myself -- I read you all the  
19 resolutions for the work that we paid for. I don't  
20 see the majority work -- it doesn't look like it  
21 was completed to me.

22 I don't understand -- a couple of  
23 things I don't understand about this resolution. I  
24 don't understand why Diana S. Aquiar, who is the  
25 Deputy Commissioner of Planning and Development, is



1 requesting that Angelo get involved in this. I  
2 don't -- I don't even know what is -- maybe you can  
3 tell me, for the 150,000 that we are going to give  
4 him, what is he going to be doing?

5 SUPERVISOR VENDITTO: I'm going to pass  
6 on the political commentary. I don't think it was  
7 appropriate. I'm not going to respond to it. The  
8 reference to my son, I think it was uncalled for,  
9 but if you feel it's purposeful and somehow  
10 addresses the issue of what's going on at Littauer,  
11 then you're certainly entitled to your opinion.

12 The Corva involved in Littauer.

13 MR. MAYER: There was no --

14 SUPERVISOR VENDITTO: I know.

15 Listen, the reason why we call on Hal,  
16 we are the Town Board and, ultimately, we need all  
17 this back up and we use our best judgment and we  
18 vote. The fact of the matter is, and let's pretend  
19 in this room, I am not an engineer. I am not a  
20 consultant. I don't know how to build a road. Our  
21 job here, we are administrators, we administer Town  
22 government to some 300,000 people and we use the  
23 best judgment that we can when all the information  
24 is presented to us. We rely, obviously, starting  
25 with the man or the woman in the street, the person

1 who actually does the work and the consultants who  
2 observe the work they do and check that they  
3 actually get it, the experts who say the work needs  
4 to be done and the expert who tells us that the  
5 work was done and it was done satisfactorily. And  
6 we get a package of all these goodies and we make  
7 our determination.

8 So when you talk about what Corva did  
9 or what he didn't do -- Mr. Mayer, you handle it.  
10 Although, I have a sense, you handle it.

11 MR. MAYER: I'm trying to recall the  
12 several different issues that's been raised. Let  
13 me start with what I think is a basic -- perhaps, a  
14 misconception or misunderstanding about the Town's  
15 contract terminology.

16 I believe the number in question  
17 PWC022, but the contract number in scheme for  
18 professionals with on-call services has a number  
19 that each year the 022 would be the architectural  
20 discipline. So anyone -- there would be multiple  
21 firms -- I think reference was made to the Wilke  
22 firm and the Corva firm in this particular  
23 instance. There may be several others. I don't  
24 know off the top of my head.

25 So for whatever time period that RFP

1 and, ultimately, the contract was awarded for  
2 on-call architectural services, there would be a  
3 number firms approved to provide that service for  
4 the Town for that period of time.

5 In the case under discussion, if my  
6 recollection and the numbers are correct,  
7 Mr. Wilke's was hired to perform services at  
8 Littauer under his contract which was PWC22 because  
9 he's an architect. Mr. Corva or his firm was hired  
10 under the same designation, but two entirely  
11 different projects under one contract. The -- do  
12 you want me to get into the Littauer and about the  
13 grant and what the money ultimately was used for  
14 and there was a change? It's a long story.

15 SUPERVISOR VENDITTO: I would like to  
16 get it on the record. You can continue.

17 MR. MAYER: Again, I'm doing this on  
18 memory. I don't have all the numbers memorized,  
19 but the Town did apply for a grant for upgrading,  
20 modernizing or making more efficient, the energy  
21 situation at that site and that was originally  
22 approved in the neighborhood of \$2 million.

23 I don't recall the number. But when a  
24 grant like that is given, one of the conditions  
25 before finalizing it in the building or premises

1 such as that is that the State Historical  
2 Preservation Department has to sign off. When it  
3 went for that department's review, they said we  
4 cannot approve this utility efficiency program  
5 because in the construction of what would be  
6 necessary, it would be trapped from the historical  
7 nature of the structures, trying to put a modern  
8 energy system into an old building. Therefore, the  
9 grant, ultimately, was not approved for that  
10 purpose.

11 But the Town said, that being the case,  
12 that we can't use the money for that purpose, can  
13 we use it for something else? The grant tour said  
14 yes and they approved a different program which was  
15 modernizing, I think it was street lights.

16 SUPERVISOR VENDITTO: It was Town-wide  
17 street lights.

18 MR. MAYER: And that money -- round  
19 numbers \$2 million was applied to the program with  
20 the permission and approval of all of the relevant  
21 agencies.

22 MR. RIPP: I agree with that. I read  
23 that.

24 SUPERVISOR VENDITTO: Wait a minute,  
25 Robert. I'm not a Facebook -- you see, the Robert

1 Ripp that appears at that podium, is not always the  
2 same Robert Ripp who writes on Facebook.

3 MR. RIPP: Let me stop you, John.

4 SUPERVISOR VENDITTO: No, no --

5 MR. RIPP: I'm here on my own time as a  
6 citizen. I'm not getting paid to come up here like  
7 you guys are. I'm here on my time to talk about  
8 Town business. If you want to talk about personal  
9 stuff, Facebook, get on Facebook, let me comment on  
10 your page and then we will talk about personal  
11 stuff.

12 Please do not bring -- if it's not Town  
13 business, you have no right bringing anything that  
14 I say publicly, privately whatever -- it has  
15 nothing to do with what we are talking about up  
16 here today. You want to talk about Facebook, I  
17 will sit down -- you can tell everybody how I like  
18 to put everything that I think I'm discovering out  
19 on Facebook and everything.

20 By the way -- I love that saying you  
21 use, by the way -- I did not purposely mean to  
22 disrespect you and your son, Mike. I don't have  
23 anything personal against you. Believe it or not,  
24 I still like you. But I have to tell you, after  
25 the last four years of just dealing day after day

1 and reviewing and researching everything going on  
2 with the Town of Oyster Bay -- I'm going to tell  
3 you straight out, I believe this is a big paid to  
4 play. All you have to do is look at the financial  
5 disclosers. All you have to do is look at who has  
6 the jobs with the Town. All you have to do is look  
7 at the contracts. Now, that's my personal opinion.  
8 Okay? That's the point I'm trying to make by  
9 bringing your son up.

10 SUPERVISOR VENDITTO: Let me make my  
11 point now and don't be disrespectful and don't  
12 interrupt me and don't talk over me. I let you do  
13 it because I want you to get it all out on the  
14 table.

15 First of all, when it comes to  
16 Michael -- I don't know how many times he's faced  
17 to be elected. Poor kid. I think it's three or  
18 four times in three or four years. He does not  
19 have an appointed job. He's not a member of any  
20 union. He has no guarantee. He has to face the  
21 jury, so to speak, face the public, meaning the  
22 jury, every two years and we all know what the  
23 results have been. Some people support him, some  
24 people don't support him. Some people make  
25 financial contributions; some people don't;

1       whatever the case may be. That really should not  
2       be the subject of any discussion or reference  
3       before the Town Board. You are the one who sought  
4       to make the reference.

5               Getting back to what I was saying  
6       before, your Facebook page was about Town business.  
7       I don't follow it regularly, but people do bring  
8       things to my attention. On the subject of  
9       Littauer, you railed -- I actually didn't believe  
10      my eyes when I saw it. You railed for days on end  
11      and entry after entry after entry how the Town of  
12      Oyster Bay procured a \$2 million federal grant for  
13      use at Littauer. And you went on and on and on  
14      about, I've been to the Littauer site, much like  
15      you said this morning, I didn't see any  
16      improvements, where did this money go. You made  
17      statements that -- you actually named people who  
18      you believe put the money in their pocket,  
19      absconded with the money, stole the money.

20              MR. RIPP: I don't think so. If you  
21      are going to accuse me of that, read what I said.  
22      Print it out and read it to me right now. Don't  
23      just make false accusations. I come up here --

24              SUPERVISOR VENDITTO: Robert, I asked  
25      you not to interrupt.

1 MR. RIPP: You are just --

2 SUPERVISOR VENDITTO: I can't let you  
3 do that. I read it. I know what I saw.

4 MR. RIPP: Okay.

5 SUPERVISOR VENDITTO: You made  
6 complaints to the federal government, where did  
7 this \$2 million go. I think you made complaints to  
8 other levels of government. By the way, you made  
9 many complaints in the past and all of them, to  
10 best of my knowledge, have absolved all of the  
11 people you complained about, Len Genova, Donna  
12 Swanson, a whole litany of people.

13 Now, you write all that stuff and you  
14 accuse people of stealing \$2 million, maybe it went  
15 into their pocket, whatever things that you said  
16 and what you never bothered to figure out or  
17 understand or look into is exactly what Hal Mayer  
18 just said.

19 The money was removed with the  
20 permission of the federal government from the  
21 Littauer Estate to the Town-wide light program and  
22 yet you go on and on and on, day after day after  
23 day. And you did the same thing with the Burns  
24 Park contract.

25 Robert, I'm not saying you are not



1 entitled to do it, but when the other Robert Ripp  
2 comes up to the podium and say I want to talk about  
3 that, we can't not talk about that because the  
4 written word is just damaging as the spoken word.  
5 When you put things out there on the internet, in  
6 the day that we live in and the times we live in,  
7 people read it and some will believe it. It's  
8 totally erroneous. When these complaint results  
9 come back, you should publish the letter, say, hey,  
10 I made a complaint about Donna Swanson and here's  
11 the response I got absolving her. I was wrong  
12 about --

13 MR. RIPP: You should publish that.

14 SUPERVISOR VENDITTO: I just did.

15 MR. RIPP: You should make your own  
16 Facebook page.

17 SUPERVISOR VENDITTO: I don't need a  
18 Facebook page. I can say whatever I have to say  
19 looking face-to-face. I don't need Facebook.

20 You should have said at some point  
21 that, you know what, oops, I was wrong. Nobody  
22 stole the \$2 million. The \$2 million was allocated  
23 for the Town-wide light program with the permission  
24 of the grantor federal government.

25 When you come up here and make all

1 self-serving conclusory allegations that this whole  
2 Town is about this and about that, Robert, how can  
3 we accept that where we see -- there's a old charge  
4 that a judge will give to every jury upon request.

5 It's a Latin phrase and I think it's  
6 Falsus In Uno and what it says -- what the judge  
7 says to the jury, if you find that any witness who  
8 came before this court during the matter on trial  
9 lied to you, even about one thing, you, as a jury,  
10 are entitled to dismiss everything that person says  
11 because if a person lies one time, they're capable  
12 of lying a second.

13 MR. RIPP: Good thing we are not on  
14 trial here.

15 SUPERVISOR VENDITTO: Good thing we are  
16 not on trial.

17 MR. RIPP: Let me ask you one question.

18 SUPERVISOR VENDITTO: You have to let  
19 me finish my statement.

20 MR. RIPP: I'm sorry. I thought you  
21 were done.

22 SUPERVISOR VENDITTO: I'm almost done.  
23 When you come to the Board and you speak to us in  
24 conclusory, self-serving, terms without proof and  
25 with the proof you have, half the proof or you

1 misinterpret what you think it is because you want  
2 so badly to get to that conclusion, you really  
3 can't blame the Board for having trouble -- I don't  
4 want to say taking you seriously. I like you. You  
5 like me and I like you and we like both the same.  
6 I like you. I really do. It's not personal.

7 MR. RIPP: Same thing. Same thing.

8 SUPERVISOR VENDITTO: But when someone  
9 comes up here, based upon the record and starts to  
10 make, again, self-serving, bold conclusory  
11 statements, it's very, very hard for us to  
12 attribute credibility to them. That's the dilemma  
13 that we face.

14 You think like you think about the Town  
15 of Oyster Bay. We think what we think about you,  
16 but what we do like each other which is a nice  
17 thing. So I will continue, but I would like to do  
18 it in a gentlemanly fashion, get to the point,  
19 listen to both sides and let's move on because we  
20 do have a lot of people here this morning who have  
21 legitimate Town business.

22 MR. RIPP: I'm sorry, but I believe my  
23 business is legitimate.

24 SUPERVISOR VENDITTO: I didn't say it  
25 wasn't. Why are you reaching that conclusion? I'm

1 saying these people have legitimate Town business.

2 MR. RIPP: I'm going put something out  
3 there to you, too. I know you would like nothing  
4 better than to discredit me up here.

5 SUPERVISOR VENDITTO: That's not true.

6 MR. RIPP: Let me finish what I'm  
7 saying.

8 You make reference to complaints that I  
9 made that were, you know, nothing was found. But  
10 let's everybody know that you are the judge of  
11 those complaints.

12 Any complaints that I made to Nassau  
13 County District Attorney or to the FBI or maybe the  
14 New York State Attorney -- Inspector General, those  
15 are still ongoing. There's been no resolution to  
16 those. Complaints I've made to you, you've cleared  
17 your people.

18 Now, just getting back to the subject  
19 at hand --

20 SUPERVISOR VENDITTO: Wait a minute,  
21 before we move on, real quick, the complaints I  
22 specifically referred to, the Donna Swanson --

23 MR. RIPP: You have that written down  
24 up there?

25 SUPERVISOR VENDITTO: I don't have it

1 with me, but I can produce -- we have a copy of the  
2 letter absolving Donna regarding the notary stamp.  
3 You recall that.

4 MR. RIPP: The notary stamp?

5 SUPERVISOR VENDITTO: Yes.

6 MR. RIPP: Yeah, yeah, that's good.

7 That's good.

8 SUPERVISOR VENDITTO: Once again --

9 MR. RIPP: She didn't do anything  
10 wrong --

11 SUPERVISOR VENDITTO: Once again, on  
12 the Facebook page, it went on for days on end  
13 castigating her --

14 MR. RIPP: You want to get off the  
15 subject --

16 SUPERVISOR VENDITTO: And you made a  
17 complaint to the state agency and the state agency  
18 responded in writing -- Matthew, can you get the  
19 letter?

20 MR. ROZEA: Yes.

21 MR. RIPP: I acknowledged that a long  
22 time ago. I made a complaint about using her  
23 notary on the wrong forms and they said there was  
24 nothing wrong. I'm allowed to say I think there's  
25 something here and ask a question.

1                   SUPERVISOR VENDITTO: Why are you still  
2 raising the issue for days on end and slandering  
3 her, defaming her? Defaming a lawyer in her  
4 profession, why don't you, at least, have the  
5 common decency to publish the letter and say, you  
6 know what, I made the complaint to the state agency  
7 and they responded because I guarantee you, had  
8 state agency responded and found wrongdoing on  
9 Donna's part? I don't even think about what the  
10 consequences of that.

11                   MR. RIPP: I will try to be fair.

12                   SUPERVISOR VENDITTO: You are a really  
13 good guy and I know deep --

14                   MR. RIPP: I want to ask you about  
15 this, John. This is a really simple question. If  
16 you don't mind calling you, John. Sorry,  
17 Mr. Supervisor.

18                   Hal pointed out and I know that the  
19 initial grant was for 2.2 and that 1.9 got diverted  
20 to do the lighting. I understand that. I'm not  
21 saying that that grant money was absconded or  
22 anything.

23                   What I want to ask you is, if the  
24 initial grant was for 2 million and 1.9 got  
25 diverted to do the lighting, why have we paid Doug

1 Wilke almost \$1 million to date to draw plans for  
2 something we are not going to do.

3 SUPERVISOR VENDITTO: I don't know the  
4 answer to that, but Hal, maybe you can help?

5 By the way, like you said before -- I  
6 forgot something -- the things that you write also  
7 engender reaction from other people. What you did  
8 to Paul Molinari was absolutely vile. Paul is such  
9 a gentleman that he won't bring it up.

10 MR. RIPP: Paul and I spoke about it.

11 SUPERVISOR VENDITTO: Okay, Paul. Fair  
12 enough. You engender and you don't remove them.

13 MR. RIPP: I have --

14 SUPERVISOR VENDITTO: You engender  
15 certain reactions from other people.

16 For example, on Littauer, when you gave  
17 out all that wrong information, a lot of people get  
18 fired up.

19 MR. RIPP: I don't think I gave  
20 anything out wrong.

21 SUPERVISOR VENDITTO: A lot of people  
22 get fired up and they start writing because they  
23 think what you're saying is true. I have -- my  
24 wife, for example, has to read a comment from a  
25 Town resident that says, hey, Venditto, if you say

1 that one more time, I'm going -- what was it, wipe  
2 the smile off my face or step on me or whatever the  
3 word was or urinate on me? Whatever the  
4 expression --

5 MR. RIPP: It's terrible.

6 SUPERVISOR VENDITTO: And you left it  
7 on your Facebook page.

8 MR. RIPP: Let me tell you something,  
9 John, I posted stuff on there and I don't read -- I  
10 don't go over and read it and read it.

11 SUPERVISOR VENDITTO: It makes me feel  
12 better because I do like you and I want to ascribe  
13 credibility to you, so I will accept that answer.

14 But I will ask you a second thing now,  
15 look at some of the comments that, the things you  
16 post in engender and you see somebody say, hey,  
17 Venditto, if you say that again, I'm going to wipe  
18 the floor with you or whatever, take a comment like  
19 that off. I don't think that --

20 MR. RIPP: You are asking me to, right?  
21 You're asking as a favor.

22 SUPERVISOR VENDITTO: I'm asking you as  
23 a matter of common decency.

24 MR. RIPP: Okay. I'll consider it.

25 SUPERVISOR VENDITTO: I think you will



1 do the right thing.

2 MR. RIPP: I know you have a problem  
3 with the First Amendment. I'll consider it.

4 SUPERVISOR VENDITTO: No, no.

5 Listen, the First Amendment, we all  
6 know -- I don't think the First Amendment says, I  
7 think I'm going to go hurt that man because he did  
8 something. You know, commenting about public  
9 officials is fair game. Nobody up here has thin  
10 skin. You have been coming up here for a year. We  
11 have been allowing you to pretty much say whatever  
12 you want and nobody says, oh, Robert, you are  
13 hurting my feelings. But I think when you start to  
14 threaten people --

15 MR. RIPP: I'm not threatening anybody.

16 SUPERVISOR VENDITTO: Not you --

17 MR. RIPP: I'm not responsible for the  
18 world, John. That's like holding the Daily News --

19 SUPERVISOR VENDITTO: No, it's not.

20 You're not responsible for the Daily  
21 News or the world, but you are responsible for the  
22 contents of your Facebook page. I will accept the  
23 fact that you don't know these things are appearing  
24 there, but I would hope that you will start to pay  
25 attention to them. When you see somebody calling

1 an elected official a skank --

2 MR. RIPP: I don't think that -- I  
3 don't think anybody -- I would never allow --  
4 listen, I don't believe -- please, if you're going  
5 to accuse me of somebody --

6 SUPERVISOR VENDITTO: I'm not accusing  
7 you.

8 MR. RIPP: You just brought the word  
9 "skank" up. You're going to say that I allowed  
10 someone to term someone a skank. I didn't --

11 SUPERVISOR VENDITTO: I didn't say  
12 that.

13 MR. RIPP: You brought the word "skank"  
14 up. If you are going to make these accusations  
15 about my page, do me a favor, print it out and show  
16 me what you're talking about.

17 SUPERVISOR VENDITTO: We will do that.  
18 We will do that. You are getting sensitive. You  
19 talk --

20 MR. RIPP: You want to talk about  
21 Facebook. I want --

22 SUPERVISOR VENDITTO: Because I haven't  
23 once said to you that you did, actively did these  
24 things and I'm even accepting your explanation that  
25 you know about it.

1 MR. RIPP: I didn't say --

2 SUPERVISOR VENDITTO: The next time  
3 someone makes a threat against an elected official  
4 or the next time someone calls an elected official  
5 words like skank -- help me out. What are the  
6 others?

7 COUNCILWOMAN ALESIA: Boob.

8 COUNCILWOMAN JOHNSON: Referring to the  
9 wives of the Town Board --

10 SUPERVISOR VENDITTO: Referring to the  
11 wives of the male Town Board members as porn stars.

12 MR. RIPP: I wouldn't say that.

13 SUPERVISOR VENDITTO: I didn't say you  
14 would. All I'm asking you is to be more mindful  
15 that the things you engender -- that you engender  
16 things when you write -- the material that you  
17 write on the Facebook page and take a look at what  
18 they're saying. I know about -- I know a former  
19 cop -- police officer.

20 MR. RIPP: You know that.

21 SUPERVISOR VENDITTO: I said you're a  
22 former cop. You, of all people -- you, of all  
23 people, should say, wow, that's just not right and  
24 I should not allow that or tolerate it.

25 COUNCILWOMAN ALESIA: If I could,

1 Supervisor, in the interest of the Facebook  
2 discussion, you did post a picture of myself and my  
3 minor son and stated that we were having a private  
4 pumpkin picking session at Littauer Farm. I want  
5 you to know that that picture wasn't taken at  
6 Littauer Farm. It was taken at Syosset-Woodbury  
7 Community Park with about 2500 people during the  
8 Town's fall festival. That is something that you  
9 specifically did, you specifically posted. I think  
10 it was the wrong thing to do. When we were talking  
11 about -- when you find out that something is wrong,  
12 I think you should take responsibility for that.

13 MR. RIPP: You know, I'm glad you  
14 brought that up because one of your friends private  
15 messaged me and asked me to take it down and I did.

16 SUPERVISOR VENDITTO: Why would you  
17 post a picture of a child?

18 MR. RIPP: Listen, how do you have  
19 pictures of little leaguers? Stop with that, John.

20 SUPERVISOR VENDITTO: I can understand  
21 why --

22 MR. RIPP: So one of your friends  
23 private messaged me and asked me to take it down  
24 and I did.

25 But at the same time, somebody,

1 yourself or your husband, made a complaint to  
2 Facebook and they removed it also. Then Facebook  
3 reviewed it and put it back up. I didn't put it  
4 back up.

5 COUNCILWOMAN ALESIA: It was never --

6 MR. RIPP: If you'd like, I'll take it  
7 down, Rebecca.

8 COUNCILWOMAN ALESIA: Yes, I would like  
9 it. Let me be very, very clear, I do not want you  
10 posting pictures of my eight-year-old son on  
11 Facebook.

12 Can I be any clearer than that?

13 MR. RIPP: How could I even know he was  
14 your son? He wasn't identified in the photograph  
15 as you, your husband and your son.

16 SUPERVISOR VENDITTO: Okay, I'll tell  
17 you --

18 MR. RIPP: How do we go from  
19 resolutions to talking about Facebook?

20 SUPERVISOR VENDITTO: Because you talk  
21 about.

22 MR. RIPP: You brought up Facebook  
23 because --

24 SUPERVISOR VENDITTO: I brought it up  
25 because the statements on Facebook --

1 MR. RIPP: I have the purchase --

2 SUPERVISOR VENDITTO: You can't be two  
3 people. You can't be Robert --

4 MR. RIPP: I could be whoever I want.

5 SUPERVISOR VENDITTO: I'm saying you  
6 can be five people, but you have to answer for all  
7 five people.

8 MR. RIPP: Absolutely.

9 SUPERVISOR VENDITTO: Go ahead.

10 MR. RIPP: I obtained this resolution,  
11 purchase resolution for the Littauer Estate and  
12 there's a number of different items that they touch  
13 on here, but one strikes me as kind of important.  
14 It has to do with public health and safety.

15 What it says is, an acquisition and  
16 preservation of subject property under the proposed  
17 action will provide a general benefit for respected  
18 public health and safety as compared to the  
19 potential future development of the site. The ESA  
20 investigations which was undertaken as part of the  
21 town's due diligence activities for proposed land  
22 acquisition revealed a number of recognized  
23 environmental conditions which should be properly  
24 addressed in order to ensure the protection of  
25 public health and safety. There is a large amount

1 of asbestos containing materials in the main house  
2 and a smaller quantity in the cottage. Much of  
3 this material is in poor condition and would have  
4 to be removed before the building can be occupied  
5 under Town ownership. This work should be preceded  
6 by a comprehensive survey to determine more  
7 precise, the full extent of asbestos in the on-site  
8 buildings and to formulate a suitable plan.

9 Because of the age of the buildings of  
10 the subject location, it is suspected that lead is  
11 present in the undercoat of paint throughout these  
12 structures. All the (unintelligible) investigation  
13 revealed that painted surfaces generally are in  
14 good condition services. Some areas of peeling or  
15 chipped paint. A comprehensive survey should be  
16 undertaken to evaluate the condition of painted  
17 surfaces throughout the site and to identify areas  
18 where painting should occur before the buildings  
19 are occupied under the Town's ownership especially  
20 if the ultimate use entails activities of small  
21 children.

22 What I find really interesting about  
23 that is that in order to purchase the property, the  
24 Town had to do -- Town of Oyster Bay, Department of  
25 Environmental Resources, Division of Environmental

1 Quality Review. This is the ESA quality review.

2 Now, the interesting thing about the  
3 review is, it reads the 14.67 acre parcel  
4 comprising the southerly half of the overall  
5 Littauer Estate which contains the house barn and  
6 accessory structures will not be retained prior to  
7 showing ownership and is not part of this proposed  
8 acquisition.

9 So, the Town, to the best of my  
10 knowledge from the documents I'm reading, you did  
11 an EVA -- resources approval, but after the  
12 resolution explained to everyone that there was as  
13 asbestos and contaminated material, instead of  
14 dealing with that, what you did is you just decided  
15 to take part of the deal out of your review. We  
16 are talking about a review here.

17 It says, the property proposed for  
18 acquisition comprises an 8.55-acre parcel and two  
19 small ponds and the surrounding uplead at the end  
20 of the overall 25.29-acre Littauer Estate. The 2.7  
21 acres comprising the orchard parcel in the west  
22 portion of the site -- specifically the 14.67  
23 parcel, which contains the house barn and accessory  
24 structures will be retained in private ownership  
25 and is not part of proposed acquisition.



1                   How did we buy this place? Was there  
2 another review done that I don't know about? Was  
3 all this asbestos and lead paint, was this all  
4 handled before we started making offices in the  
5 building?

6                   SUPERVISOR VENDITTO: Go ahead, John.

7                   MR. ELLSWORTH: What is the date on  
8 that report?

9                   MR. RIPP: This is a Resolution 555  
10 from 2007. This is the purchase resolution and the  
11 report is dated June 26, 2007. I'm sorry. It  
12 looks like June 16, 2006. My mistake.

13                   SUPERVISOR VENDITTO: You're not  
14 prepared?

15                   MR. ELLSWORTH: My memory usually does  
16 not go back ten years.

17                   MR. RIPP: Obviously, there was some  
18 hazardous -- I hate to use that word "hazardous" so  
19 literally, but obviously there was some asbestos  
20 and lead paint in this building that needed to be  
21 dealt with and. Apparently, it wasn't even -- it  
22 wasn't even reported to anybody.

23                   Did we decide not to include that?

24                   SUPERVISOR VENDITTO: Let's find out.

25                   John, you will do the same thing like

1 you did for John Burn Park?

2 MR. ELLSWORTH: Yes.

3 MR. RIPP: I'd also like to know, out  
4 of the 500 -- there's \$569,785 that was so far  
5 paid -- there's a whole list of the work that Doug  
6 Wilke and his people supposedly did. Then, there's  
7 another contract that is mentioned in e-mails  
8 through the federal government with regard to the  
9 \$2.2 million grant which explains that Mr. Wilke  
10 was also awarded a contract for \$433,000 to do this  
11 architect and engineer work.

12 I would like to know, has Mr. Wilke  
13 been paid this almost million dollars -- obviously,  
14 it's not done through the grant money -- I mean, I  
15 wouldn't think so. So have we paid all this money?  
16 Did the Town pay Mr. Wilke this almost million  
17 dollars so far?

18 MR. MAYER: I don't know the numbers.  
19 I do know that --

20 SUPERVISOR VENDITTO: We will get them.

21 MR. MAYER: -- substantial money --  
22 expenses incurred and bills paid to Wilke's firm  
23 for the preliminary work to get the grant and the  
24 process it as far -- as I eluded to before --  
25 wasn't in keeping with the historical preservation

1 requirement.

2 So that money was spent under that  
3 grant which may -- if it was originally 2.2 million  
4 and we wound up getting 1.9 for the other program,  
5 that would suggest what Wilke's firm was paid.

6 Under that grant was the difference of  
7 about 300,000. That's off the top of my head.  
8 I'll get the actual numbers. I also -- as John  
9 Ellsworth -- I don't recall in great detail the  
10 whole sequence of events, but I believe that much  
11 of the money that Wilke's firm earned had to do  
12 with addressing the kinds of things that Mr. Ripp  
13 just talked about to correct or address some of  
14 things that needed to be changed in order to move  
15 the property to be suitable for public use.

16 SUPERVISOR VENDITTO: We will find out.

17 MR. RIPP: We don't have to speculate.  
18 I have everything right here in front of me. I  
19 have all the resolutions. I'll tell you --

20 SUPERVISOR VENDITTO: With all due  
21 respect, you don't --

22 MR. RIPP: Wouldn't you like to know  
23 how we paid Wilke --

24 SUPERVISOR VENDITTO: Robert, Robert,  
25 our records will tell us. We don't need you to

1 tell us.

2 MR. RIPP: Before we move on, I just  
3 want to make sure I have this straight. We got a  
4 grant for 2.2 million. We diverted 1.9 to do  
5 lighting and we paid Doug Wilke almost \$1 million  
6 to design something that we're never going to  
7 build.

8 SUPERVISOR VENDITTO: I don't think we  
9 know that's a fact yet. Much like we had the  
10 correct the first record, we will correct this  
11 record as well.

12 MR. RIPP: I guess, I will move on.

13 SUPERVISOR VENDITTO: Go ahead.

14 MR. RIPP: The last one is 131. This  
15 is a resolution --

16 SUPERVISOR VENDITTO: You keep going.  
17 I can hear you.

18 MR. RIPP: This is a resolution to  
19 adopt the requirement contract to Carlo Lizza &  
20 Sons Paving, Inc. This is a company -- they had  
21 long time business with the Town and the County,  
22 but nobody is fooling anyone. This is company that  
23 has -- going back, ties to organized crime.

24 This is the company that Fred Ippolito  
25 was consulting for when he was paid the \$2 million

1 that he ultimately pled guilty for not paying tax  
2 on. This is a company that the Town has already  
3 sued for work in the past. I can't even believe  
4 that you have a resolution to do business with this  
5 company anymore. It's my opinion that we should  
6 cease doing business with Carlo Lizza & Sons  
7 Paving, Inc. That's all I have to say on 131.

8 COUNCILMAN MACAGNONE: Thank you,  
9 Mr. Ripp.

10 MR. RIPP: Thanks, Mr. Macagnone.

11 COUNCILMAN MUSCARELLA: Paul Molinari.

12 MR. MOLINARI: Good morning.

13 I have a couple of questions on this  
14 resolution.

15 First of all, I would like to know  
16 about the \$1.5 million and \$30 million that were  
17 approved last year in the capital program to do the  
18 road work within the Town. The second question  
19 is --

20 COUNCILMAN MACAGNONE: Can I answer the  
21 first one?

22 MR. MOLINARI: Sure.

23 COUNCILMAN MACAGNONE: This is for  
24 1.3 million that we are actually doing. We have  
25 another 8.5 million that I'm waiting for the

1 Commissioner of Public Works to give me a list of  
2 the ten red areas, we'll call it. I'm bringing it  
3 back to the Board members and we are going to  
4 review the sites and we will have more areas to be  
5 done.

6 MR. MOLINARI: That was my next  
7 question; what areas are going to be done and how  
8 are those areas selected.

9 COUNCILMAN MACAGNONE: It's going to be  
10 selected by area, formally, and report back to the  
11 commissioners, give us the ten areas that, we'll  
12 call it red -- gray, yellow and red and I'll bring  
13 it back to the Board members.

14 We will check out those areas and make  
15 a determination as a Board what has to be done.  
16 The ones we are going over now is Hicks over in  
17 Syosset, right off South Oyster Bay Road, just off  
18 the expressway. Joyce in Plainview, Sunset in  
19 Massapequa and Kaintuck up in Locust Valley and  
20 residents gave us these areas that they want to see  
21 done.

22 MR. MOLINARI: I always make a pitch  
23 for Duffy Avenue.

24 COUNCILMAN MACAGNONE: That's for the  
25 Commissioner of Public Works.

1 SUPERVISOR VENDITTO: These are the  
2 kinds of jobs that lend themselves to -- especially  
3 the requirement contract.

4 Sunset Road, was it?

5 COUNCILMAN MACAGNONE: Yes.

6 SUPERVISOR VENDITTO: I'm the one who  
7 submitted Sunset Road because I got a letter from a  
8 resident and we went and checked and confirmed what  
9 the resident said. The road really was in need of  
10 the repairs. So I submitted that road. I think  
11 other elected officials submitted --

12 COUNCILMAN MACAGNONE: Councilman  
13 Coschignano and I submitted Hicks. Rebecca Alesia  
14 subjected Joyce and the rest are from Locust Valley  
15 complained about Kaintuck.

16 COUNCILMAN COSCHIGNANO: Frequently,  
17 when we make a recommendation, it's based on the  
18 multiple calls that we will receive. With regard  
19 to Hicks Avenue in Syosset, I got numerous calls  
20 over the last few years and I know Councilman  
21 Macagnone did as well.

22 COUNCILMAN MACAGNONE: I got knocks on  
23 the door.

24 COUNCILMAN COSCHIGNANO: Then, we  
25 usually go take a look at it and then the Highway

1 Commissioner will take a look and the area foreman  
2 will take a look. That's how it works itself  
3 through.

4 MR. MOLINARI: I have one more  
5 question.

6 The gentleman from Glen Head  
7 complaining about his road, is that on here?

8 SUPERVISOR VENDITTO: No, it's going to  
9 be on review. He is a gentleman and very patient  
10 and very reasonable. The problem is, it's not just  
11 his -- it's a very large project, if it weren't  
12 just his road, it would be on here. It's a very  
13 large project that, I think, entails multiple  
14 blocks.

15 COUNCILMAN COSCHIGNANO: Sometimes we  
16 ask for one road and it ties into another road or  
17 it has a drainage issue at the intersection and  
18 what we think -- why can't it be done today? Why  
19 can't we have the resident satisfied today? It has  
20 to play out for a couple of years because -- well,  
21 you know.

22 MR. MOLINARI: I understand.

23 SUPERVISOR VENDITTO: Thanks.

24 COUNCILMAN MACAGNONE: Paul, we are  
25 trying to get a better grip on it. We are working



1 together as a team.

2 SUPERVISOR VENDITTO: Mr. Altadonna,  
3 back to you.

4 MR. ALTADONNA: Are we still tabling  
5 118 and 120.

6 SUPERVISOR VENDITTO: I don't think  
7 anything has changed.

8 MR. ALTADONNA: Motion made by  
9 Councilman Muscarella, seconded by Councilman  
10 Macagnone.

11 We are going to have to do multiple  
12 ones here.

13 On the vote for 112 through 117,  
14 Supervisor Venditto?

15 SUPERVISOR VENDITTO: I vote "Aye."

16 MR. ALTADONNA: Councilman Muscarella?

17 COUNCILMAN MUSCARELLA: "Aye."

18 MR. ALTADONNA: Councilman Macagnone?

19 COUNCILMAN MACAGNONE: "Aye."

20 MR. ALTADONNA: Councilman Coschignano?

21 COUNCILMAN COSCHIGNANO: "Aye."

22 MR. ALTADONNA: Councilman Pinto?

23 COUNCILMAN PINTO: "Aye."

24 MR. ALTADONNA: Councilwoman Alesia?

25 COUNCILWOMAN ALESIA: "Aye."

1 MR. ALTADONNA: Councilwoman Johnson?  
2 COUNCILWOMAN JOHNSON: "Aye."  
3 MR. ALTADONNA: 118 will be tabled.  
4 On 119, on the vote, Supervisor  
5 Venditto?  
6 SUPERVISOR VENDITTO: I vote "Aye."  
7 MR. ALTADONNA: Councilman Muscarella?  
8 COUNCILMAN MUSCARELLA: "Aye."  
9 MR. ALTADONNA: Councilman Macagnone?  
10 COUNCILMAN MACAGNONE: "Aye."  
11 MR. ALTADONNA: Councilman Coschignano?  
12 COUNCILMAN COSCHIGNANO: "Aye."  
13 MR. ALTADONNA: Councilman Pinto?  
14 COUNCILMAN PINTO: "Aye."  
15 MR. ALTADONNA: Councilwoman Alesia?  
16 COUNCILWOMAN ALESIA: "Aye."  
17 MR. ALTADONNA: Councilwoman Johnson?  
18 COUNCILWOMAN JOHNSON: "Aye."  
19 MR. ALTADONNA: 120 will be tabled.  
20 121 through 132; on the vote, Supervisor Venditto?  
21 SUPERVISOR VENDITTO: I vote "Aye."  
22 MR. ALTADONNA: Councilman Muscarella?  
23 COUNCILMAN MUSCARELLA: "Aye."  
24 MR. ALTADONNA: Councilman Macagnone?  
25 COUNCILMAN MACAGNONE: "Aye."

1 MR. ALTADONNA: Councilman Coschignano?  
2 COUNCILMAN COSCHIGNANO: "Aye."  
3 MR. ALTADONNA: Councilman Pinto?  
4 COUNCILMAN PINTO: "Aye."  
5 MR. ALTADONNA: Councilwoman Alesia?  
6 COUNCILWOMAN ALESIA: "Aye."  
7 MR. ALTADONNA: Councilwoman Johnson?  
8 COUNCILWOMAN JOHNSON: "Aye."  
9 MR. ALTADONNA: Motion, 112 to 117, 118  
10 tabled; 119, 120 tabled.  
11 121 through 132 passes with seven  
12 "Ayes."  
13 I need a motion to table 118 and 120.  
14 COUNCILMAN MUSCARELLA: So moved.  
15 COUNCILMAN MACAGNONE: Seconded.  
16 MR. ALTADONNA: Motion made by  
17 Councilman Muscarella, seconded by Councilman  
18 Macagnone.  
19 On the vote, Supervisor Venditto?  
20 SUPERVISOR VENDITTO: I vote "Aye."  
21 MR. ALTADONNA: Councilman Muscarella?  
22 COUNCILMAN MUSCARELLA: "Aye."  
23 MR. ALTADONNA: Councilman Macagnone?  
24 COUNCILMAN MACAGNONE: "Aye."  
25 MR. ALTADONNA: Councilman Coschignano?

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COUNCILMAN COSCHIGNANO: "Aye."  
MR. ALTADONNA: Councilman Pinto?  
COUNCILMAN PINTO: "Aye."  
MR. ALTADONNA: Councilwoman Alesia?  
COUNCILWOMAN ALESIA: "Aye."  
MR. ALTADONNA: Councilwoman Johnson?  
COUNCILWOMAN JOHNSON: "Aye."  
MR. ALTADONNA: Calendar is complete,  
Supervisor.  
SUPERVISOR VENDITTO: Mr. Muscarella,  
I'll take a motion.  
COUNCILMAN MUSCARELLA: Supervisor,  
I'll make a motion that this meeting be adjourned.  
COUNCILMAN MACAGNONE: Seconded.  
SUPERVISOR VENDITTO: All in favor?  
ALL: "Aye."  
SUPERVISOR VENDITTO: Opposed?  
(No response.)  
SUPERVISOR VENDITTO: So moved.  
We stand adjourned and we are ready to  
participate with our public comment period. We  
will take about a five-minute recess.  
(Time noted: 11:37 a.m.)