

1.

Legislative Calendar

Documents:

5-23-18.pdf

2.

Proposed Ordinances

Documents:

PROPOSED ORD. 38-18.pdf

PROPOSED ORD. 39-18.pdf

PROPOSED ORD. 40-18.pdf

PROPOSED ORD. 41-18.pdf

PROPOSED ORD. 42-18.pdf

PROPOSED ORD. 43-18.pdf

PROPOSED ORD. 44-18.pdf

PROPOSED ORD. 45-18.pdf

2.I.

Full Committee

Documents:

FULL COMMITTEE, 05-23-18.pdf

3.

Rules Committee Agenda

Documents:

R-5-23-18.pdf

E-64-18 ADDITIONAL BACKUP NCWEB.pdf

E-64-18 NCWEB.pdf

3.I.

Rules Committee

Documents:

RULES COMMITTEE, 05-23-18.pdf

LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE
SIXTH MEETING
SIXTH MEETING OF 2018

MINEOLA, NEW YORK
MAY 23, 2018 1:00P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **HEARING ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF AGE RESTRICTED PRODUCTS TO INDIVIDUALS UNDER THE AGE OF TWENTY-ONE. 173-18(LE)

2. **HEARING ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY CHARTER TO ADJUST THE QUALIFICATION OF ADMINISTRATIVE EMPLOYEES OF THE FIRE COMMISSION. 199-18(FC)

3. **HEARING ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO PROHIBIT THE USE AND SALE OF SPARKLING DEVICES. 212-18(FC)

4. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF AGE RESTRICTED PRODUCTS TO INDIVIDUALS UNDER THE AGE OF TWENTY-ONE. 173-18(LE)

5. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY CHARTER TO ADJUST THE QUALIFICATION OF ADMINISTRATIVE EMPLOYEES OF THE FIRE COMMISSION. 199-18(FC)

6. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO PROHIBIT THE USE AND SALE OF SPARKLING DEVICES. 212-18(FC)

7. **ORDINANCE NO. 38-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO LONG ISLAND ELECTRIC UTILITY SERVCO, LLC AS AGENT OF AND ACTING ON BEHALF OF LONG ISLAND LIGHTING COMPANY D/B/A LIPA OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT. 181-18(PW/RE)

8. **ORDINANCE NO. 39-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E AND 407 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT. 182-18(PW/RE)

9. **ORDINANCE NO. 40-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT AND CONSENT TO AN ASSIGNMENT OF A LEASE BETWEEN THE COUNTY OF NASSAU, AS LANDLORD AND BELZONA MOLECULAR, INC., AS TENANT FOR PREMISES LOCATED AT 100 CHARLES LINDBERGH BOULEVARD, UNIONDALE, NEW YORK AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH. 216-18(PW/RE)

10. **ORDINANCE NO. 41-2018**

AN ORDINANCE AMENDING ORDINANCE NO. 155-2014, WHICH AMENDED ORDINANCE NO. 113-2005, WHICH AMENDED ORDINANCE NO. 90-2003, ENTITLED "TO ESTABLISH A TAXI AND LIMOUSINE COMMISSION AND TO PROVIDE FOR THE REGISTRATION OF FOR-HIRE VEHICLES. 200-18(CA)

11 **ORDINANCE NO. 42-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 202-18(OMB)

12. **ORDINANCE NO. 43-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 203-18(OMB)

13. **ORDINANCE NO. 44-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 204-18(OMB)

14. **ORDINANCE NO. 45-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2017. 214-18(OMB)

15. **RESOLUTION NO. 60-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED ROBINSON V. COUNTY OF NASSAU, ET AL., DOCKET NO. 12 -CV-04649 (JMA)(ARL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 196-18(AT)

16. **RESOLUTION NO. 61-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED VENIOS-BILDER V. CRAIG L. VICKERS AND COUNTY OF NASSAU, FILE NO: 15T76838 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 197-18(AT)

17. **RESOLUTION NO. 62-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION IN RELATION TO THE NEW YORK STATE SEPTIC SYSTEM REPLACEMENT PROGRAM. 172-18(PW)

18. **RESOLUTION NO. 63-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WANTAGH UNION FREE SCHOOL DISTRICT TO IMPROVE THE SOFTBALL FIELDS AT WANTAGH HIGH SCHOOL. 176-18(CE)

19. **RESOLUTION NO. 64-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF WILLISTON PARK IN RELATION TO A PROJECT TO PROCURE A SCBA REFILLING STATION FOR THE VILLAGE. 194-18(CE)

20. **RESOLUTION NO. 65-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROVIDING LIFEGUARD SERVICES AT NICKERSON BEACH. 195-18(CE)

21. **RESOLUTION NO. 66-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND MUSEUMS AT MITCHEL. 191-18(PK)

22. **RESOLUTION NO. 67-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DISTRICT ATTORNEY'S OFFICE, AND THE LONG ISLAND CRISIS CENTER. 192-18(DA)

23. **RESOLUTION NO. 68-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE AFRICAN ATLANTIC GENEALOGICAL SOCIETY. 193-18(PK)

24. **RESOLUTION NO. 69-2018**

A RESOLUTION DESIGNATING BRIAN SCHNEIDER AS THE RESPONSIBLE LOCAL OFFICIAL FOR THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION'S EQUITABLE BUSINESS OPPORTUNITIES SYSTEM. 207-18(OMB)

25. **RESOLUTION NO. 70-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ISMA CHAUDHRY TO THE MINORITY AFFAIRS COUNCIL. 150-18(CE)

26. **RESOLUTION NO. 71-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF AMAN BHASIN TO THE MINORITY AFFAIRS COUNCIL. 152-18(CE)

27. **RESOLUTION NO. 72-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF DEBRA WHEAT WILLIAMS TO THE MINORITY AFFAIRS COUNCIL. 153-18(CE)

28. **RESOLUTION NO. 73-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF WILLIAM A. WATSON, JR. TO THE MINORITY AFFAIRS COUNCIL. 154-18(CE)

29. **RESOLUTION NO. 74-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF LUCAS SANCHEZ TO THE MINORITY AFFAIRS COUNCIL. 155-18(CE)

30. **RESOLUTION NO. 75-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF REVEREND STEPHEN MICHAEL LEWIS TO THE MINORITY AFFAIRS COUNCIL. 156-18(CE)

31. **RESOLUTION NO. 76-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF GABRIELA A. GUZMAN TO THE MINORITY AFFAIRS COUNCIL. 157-18(CE)

32. **RESOLUTION NO. 77-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF PASTOR REGINA WILLIAMS TO THE MINORITY AFFAIRS COUNCIL. 158-18(CE)

33. **RESOLUTION NO. 78-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF CHARLES DICKENS III TO THE MINORITY AFFAIRS COUNCIL. 161-18(CE)

34. **RESOLUTION NO. 79-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF SHANI BRUNO TO THE MINORITY AFFAIRS COUNCIL. 163-18(CE)

35. **RESOLUTION NO. 80-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ROBERT SOCOLOF TO THE MINORITY AFFAIRS COUNCIL. 165-18(CE)

36. **RESOLUTION NO. 81-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF RABBI ART VERNON TO THE MINORITY AFFAIRS COUNCIL. 166-18(CE)

37. **RESOLUTION NO. 82-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF KYLE ROSE-LOUDER TO THE MINORITY AFFAIRS COUNCIL. 167-18(CE)

38. **RESOLUTION NO. 83-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF NADINE BURNETT TO THE MINORITY AFFAIRS COUNCIL. 168-18(CE)

39. **RESOLUTION NO. 84-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF MELROSE B. CORLEY TO THE MINORITY AFFAIRS COUNCIL. 170-18(CE)

40. **RESOLUTION NO. 85-2018**

A RESOLUTION AUTHORIZING THE TREASURER TO FURNISH THE OFFICE OF EMERGENCY MANAGEMENT WITH A PETTY CASH FUND IN THE AMOUNT OF FIVE HUNDRED DOLLARS. 169-18(OMB)

41. **RESOLUTION NO. 86-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 183-18(OMB)

42. **RESOLUTION NO. 87-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 205-18(OMB)

43. **RESOLUTION NO. 88-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 206-18(OMB)

44.

RESOLUTION NO. 89-2018

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2018 THROUGH MARCH 31, 2018; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 184-18(LE)

45.

RESOLUTION NO. 90-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 177-18(AS)

46.

RESOLUTION NO. 91-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 178-18(AS)

47.

RESOLUTION NO. 92-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF OYSTER BAY TO PARTIALLY EXEMPT** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 179-18(AS)

48.

RESOLUTION NO. 93-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF OYSTER BAY TO REMOVE AS VALOREM TAX FROM** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 180-18(AS)

49

RESOLUTION NO. 94-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 185-18(AS)

50.

RESOLUTION NO. 95-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 186-18(AS)

51.

RESOLUTION NO. 96-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF NORTH HEMPSTEAD TO CORRECT ERRONEOUS** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 187-18(AS)

52.

RESOLUTION NO. 97-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF OYSTER BAY TO CORRECT ERRONEOUS** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 188-18(AS)

53.

RESOLUTION NO. 98-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **CITY OF LONG BEACH TO CORRECT ERRONEOUS** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 189-18(AS)

54.

RESOLUTION NO. 99-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **CITY OF GLEN COVE TO PARTIALLY EXEMPT** CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 190-18(AS)

55.

RESOLUTION NO. 100-2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROCURING AND INSTALLING A RECREATIONAL IMPROVEMENT PROJECT AT WYNSUM AVENUE PARK. 236-18(CE)

THE FOLLOWING ITEM MAY BE UNTABLED

56.

ORDINANCE NO. 26-2018

AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A CONTRACT WITH TRANSDEV SERVICES, INC. FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF A NASSAU COUNTY BUS SYSTEM. 135-18(PW)

NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.

County of Nassau acting on behalf of Social Services and American Records Management Systems, Inc. RE: Records Management. \$175,000.00 ID#CLSS18000032.

County of Nassau acting on behalf of Social Services and Economic Opportunity Commission of Nassau County, Inc. (EOC). RE: Employment Services. \$286,763.00. ID#CLSS18000026.

County of Nassau acting on behalf of Human Services and Confide, Inc.
RE: Chemical Dependency. \$574,085.00, ID#CQHS18000153.

County of Nassau acting on behalf of Human Services and Hispanic Counseling Center, Inc.
RE: Youth Development. \$122,228.00 ID#CQHS18000039.

County of Nassau acting on behalf of Human Services and Central Nassau Guidance and Counseling Services, Inc. RE: OMH PROS/ACT/LA. \$629,940.00. ID#CQHS18000062.

County of Nassau acting on behalf of Human Services and North Shore Child and Family Guidance Association, Inc. RE: OMH-Community Support Services. \$1,016,579.00.
ID#CQHS18000085.

County of Nassau acting on behalf of Human Services and Sid Jacobson Jewish Community Center. RE: OF A SID J E. \$98,299.00. ID#CQHS18000019.

County of Nassau acting on behalf of Human Services and Central Nassau Guidance and Counseling Services, Inc. RE: OMH Health Home. \$974,094.00 ID#CQHS18000064.

County of Nassau acting on behalf of Human Services and PSCH, Inc. RE: OMH PROS. \$160,376.00 ID#CQHS18000088.

County of Nassau acting on behalf of Social Services and The Safe Center LI, Inc.
RE: Domestic Violence Residential. \$650,000.00 ID#CLSS18000029.

County of Nassau acting on behalf of Social Services and North American Family Instit., Inc. (NAFI). RE: Preventative. \$536,368.00. ID#CLSS18000027.

County of Nassau acting on behalf of Social Services and Long Island Cares, Inc. d/b/a The Harry Chapin Food Bank. RE: Food Bank Services. \$24,500.00.ID#CLSS18000009.

County of Nassau acting on behalf of Public Works and United States Geological Survey.
RE: Hydrogeological Data Collection, Monitoring, Recording. \$224,020.00.
ID#CQPW17000005.

County of Nassau acting on behalf of Public Works and Bancker Construction Corp.
RE: Water Main Requirements Contract- Amendment 2. \$50,000.00. ID#CLPW17000016.

County of Nassau Acting n behalf of Health and David Moshayev.
RE: Preschool Special Education. \$0.01. ID#CQHE17000013.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance Association, Inc. RE: OMH Comm. Support. \$265,700.00 ID#CQHS17000047.

County of Nassau acting on behalf of Human Services and Family & Children's Association, Inc. RE: Youth Development. \$268,118.00. ID#CQHS18000031.

County of Nassau acting on behalf of Human Services and Five Towns Community Center, Inc. RE: Youth Development. \$308,921.00. ID#CQHS18000032.

County of Nassau acting on behalf of Social Services and Hillcrest Educational Center.
RE: Foster Care. \$.02. ID#CQSS17000095.

County of Nassau acting on behalf of Social Services and Benzaquen Psychological Services, PLLC. RE: Psychological Evaluation. \$.01. ID#CLSS18000020.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Coalition for the Homeless. RE: CDBG Services. \$.01. ID# CLHI18000001.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Youth Foundation. RE: CDBG. \$40,000.00. ID# CLHI17000065.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Sea Cliff.
RE: CDBG. \$55,000.00. ID# CQHI17000034.

County of Nassau acting on behalf of Human Services and Long Beach Martin Luther King Center, Inc. RE: Youth Development. \$135,000.00. ID#CQHS18000043.

County of Nassau acting on behalf of Human Services and Catholic Charities.
RE: OFA CC CSE Amendment. \$100,000.00. ID#CLHS17000045.

County of Nassau acting on behalf of Human Services and Family and Children's Association.
RE: Chemical Dependency. \$1,781,748.00. ID#CQHS18000139.

County of Nassau acting on behalf of Human Services and Long Beach Reach, Inc.
RE: Youth Development. \$300,855.00. ID#CQHS18000044.

County of Nassau acting on behalf of Human Services and YES Community Counseling Center, Inc. RE: Youth Development. \$241,841.00. ID#CQHS18000054.

County of Nassau acting on behalf of Human Services and Abilities, Inc.
RE: OMH ISE. \$25,560.00. ID#CQHS18000057.

County of Nassau acting on behalf of Human Services and North Shore Child & Family Guidance Association, Inc. RE: OMH Article 28/31. \$125,250.00. ID#CQHS18000084.

County of Nassau acting on behalf of Human Services and Five Towns Community Center, Inc. RE: Chemical Dependency. \$273,100.00. ID#CQHS18000152.

County of Nassau acting on behalf of Human Services and Youth and Family Counseling Agency of Oyster Bay – East Norwich, Inc. RE: Chemical Dependency. \$226,273.00. ID#CQHS18000148.

County of Nassau acting on behalf of Human Services and Economic Opportunity Commission of Nassau County, Inc. RE: Youth Development. \$123,900.00. ID#CQHS18000029.

County of Nassau acting on behalf of Human Services and Long Island Advocacy Center. RE: Youth Development. \$80,270.00. ID#CQHS18000046.

County of Nassau acting on behalf of Human Services and Nassau Suffolk Law Services Comm, Inc. RE: OFA NSLS B. \$237,953.00. ID#CQHS18000015.

County of Nassau acting on behalf of Human Services and Glen Cove Boys/Girls Club at Lincoln House, Inc. RE: Youth Development. \$30,412.00. ID#CQHS18000034.

County of Nassau acting on behalf of Housing and Intergovernmental and La Fuerza Unida CDC. RE: CDBG. \$20,000.00. ID# CQHI17000069.

County of Nassau acting on behalf of Social Services and Community Maternity Services. RE: Foster Care. \$.02. ID#CQSS17000093.

County of Nassau acting on behalf of Social Services and EAC, Inc. RE: Adult Guardianship. \$.01. ID#CQSS17000093.

County of Nassau acting on behalf of Social Services and Domond Holdings Corp. d/b/a Red Door Child Care Co. RE: Day Care. \$.01. ID#CQSS17000072.

County of Nassau acting on behalf of Human Services and North Shore Child & Family Guidance Association, Inc. RE: OMH Contract VAP. \$257,475.00. ID#CQHS18000108.

County of Nassau acting on behalf of Human Services and Southeast Nassau Guidance Center, Inc. RE: Chemical Dependency. \$1,400,704.00. ID#CQHS18000147.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance Association, Inc. RE: Chemical Dependency. \$270,966.00. ID#CQHS18000151.

County of Nassau acting on behalf of Human Services and New Horizons Counseling Center. RE: OMH CSS/REINV. \$571,771.00. ID#CQHS18000087.

County of Nassau acting on behalf of Human Services and The Rehabilitation Institute.
RE: OMH CSS/REINV./PSYCH REHAB \$177,750.00. ID#CQHS18000095.

County of Nassau acting on behalf of Human Services and Oceanside Counseling Center, Inc.
RE: Chemical Dependency. \$441,255.00. ID#CQHS18000150.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Rockville
Centre. RE: CDBG. \$.01. ID#CLHI17000010.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Beach Coalition
for the Homeless. RE: ESG Services. \$650,000.00. ID#CLHI18000004.

THE NASSAU COUNTY LEGISLATURE
WILL CONVENE NEXT
COMMITTEE MEETINGS ON
MONDAY JUNE 4, 2018 at 1:00PM
AND
FULL LEGISLATURE MEETING ON
MONDAY JUNE 18, 2018 at 1:00PM

PROPOSED ORDINANCE NO. 38 - 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO LONG ISLAND ELECTRIC UTILITY SERVCO, LLC AS AGENT OF AND ACTING ON BEHALF OF LONG ISLAND LIGHTING COMPANY D/B/A LIPA OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT.

WHEREAS, the County of Nassau did heretofore acquire title to the above-described property (the “Premises”); and

WHEREAS, Long Island Electric Utility Servco, LLC, as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA (the “Grantee”) desires to construct, operate and maintain an electrical utility substation and related equipment on the Premises to upgrade capacity and to provide for electrical transmission and interconnection facilities in the adjoining service area; and

WHEREAS, the Grantee has requested that the County grant to the Grantee an easement (the “Easement”) over the Premises to install and maintain such substation and related transmission and interconnection electric facilities; and

WHEREAS, the Grantee has executed an easement agreement (the “Easement Agreement”) containing terms and conditions relating to the creation of the Easement; and

WHEREAS, the County has determined that a grant of the Easement over the Premises will not pose a hardship to the County’s use of the Premises; and

WHEREAS, the County has no objection to the grant of the Easement over the Premises, subject to the terms and conditions contained in the Easement Agreement; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the Easement over the Premises, and determined that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Legislature, upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

.

SECTION 1. That the County Executive be and is hereby authorized to grant the Easement over the Premises, which Premises is more particularly described as follows:

All that certain plot, piece or parcel of land situate, lying and being in the unincorporated area known as Uniondale/East Garden City, Town of Hempstead, County of Nassau, State of New York, known and designated as Section 44, Block F, part of Lot 317E on the Land and Tax Map of the County of Nassau as more fully bounded and described in Schedule A attached hereto

subject to all of the terms and conditions as outlined in the Easement Agreement

SECTION 2. That the County Executive be and she is hereby authorized to execute on behalf of the County of Nassau, the Easement Agreement, subject to all the terms and conditions as contained in said Easement Agreement.

SECTION 3. That the County Executive is hereby authorized to execute any and all ancillary documents necessary to carry out the purposes of the Easement Agreement.

SECTION 4. That it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of the Easement over the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

SECTION 5. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 39 - 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOTS 317E AND 407 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT.

WHEREAS, the County of Nassau did heretofore acquire title to the above-described property (the “Premises”); and

WHEREAS, KeySpan Gas East Corporation d/b/a National Grid (the “Grantee”) desires to install and maintain an underground natural gas pipe and gas regulator station and related equipment on the Premises (collectively the “Facilities”) to reinforce the gas supply and reliability to the local area including the Cogeneration plant and Nassau Community College; and

WHEREAS, the Grantee has requested that the County grant to the Grantee an easement (the “Easement”) over the Premises to install and maintain such Facilities; and

WHEREAS, the Grantee has executed an easement agreement (the “Easement Agreement”) containing terms and conditions relating to the creation of the Easement; and

WHEREAS, the County has determined that a grant of the Easement over the Premises will not pose a hardship to the County's use of the Premises; and

WHEREAS, the County has no objection to the grant of the Easement over the Premises, subject to the terms and conditions contained in the Easement Agreement; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the Easement over the Premises, and determined that it is an "Unlisted Action" pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Environmental Assessment Form ("EAF") for the proposed action and recommends that the Legislature, upon its review of the ("EAF") and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

.

SECTION 1. That the County Executive be and is hereby authorized to grant the Easement over the Premises, which Premises is more particularly described as follows:

All that certain plot, piece or parcel of land situate, lying and being in the unincorporated area known as Uniondale/East Garden City, Town

of Hempstead, County of Nassau, State of New York, known and designated as Section 44, Block F, part of Lots 317E and 407 on the Land and Tax Map of the County of Nassau as more fully bounded and described in Schedule A attached hereto

subject to all of the terms and conditions as outlined in the Easement Agreement

SECTION 2. That the County Executive be and she is hereby authorized to execute on behalf of the County of Nassau, the Easement Agreement, subject to all the terms and conditions as contained in said Easement Agreement.

SECTION 3. That the County Executive is hereby authorized to execute any and all ancillary documents necessary to carry out the purposes of the Easement Agreement.

SECTION 4. That it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of the Easement over the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

SECTION 5. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 40- 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT AND CONSENT TO AN ASSIGNMENT OF A LEASE BETWEEN THE COUNTY OF NASSAU, AS LANDLORD AND BELZONA MOLECULAR, INC., AS TENANT FOR PREMISES LOCATED AT 100 CHARLES LINDBERGH BOULEVARD, UNIONDALE, NEW YORK AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the County of Nassau is the Landlord under a Lease, dated December 16, 1980 between the County of Nassau, as Landlord and Belzona Molecular, Inc as Tenant as modified by Agreement, dated July 14, 1981 for the premises located at 100 Charles Lindbergh Boulevard, Uniondale, New York, and

WHEREAS, 102 Kings Point Road Associates, Inc. and CLB 100, LLC, as tenants-in-common are the current Tenants under said Lease, and

WHEREAS, the Lease contains a prohibition on the assignment of such Lease to an entity which may create a real property tax exempt status and the parties desire to amend the Lease to permit the assignment of said Lease Agreement to The Academy Charter School, a 501(C)(3) entity that is exempt from the payment of real property taxes pursuant to applicable provisions of law, and.

WHEREAS, the proposed action has been reviewed and found to be an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and the Environmental Assessment Form (“EAF”) for the proposed action has been reviewed and that the Nassau County Legislature upon its review of the (“EAF”) and any supporting documentation determines that the evidence before it

indicates that the proposed action will have no significant environmental impact and does not require further environmental review;

THEREFORE, BE IT ORDANED BY THE LEGISLATURE OF THE
COUNTY OF NASSAU AS FOLLOWS:

1., That the County Executive be, and she is hereby authorized to execute the Amendment of Lease, Consent to Assignment of Lease and any ancillary documents and instruments necessary to effectuate said Amendment and Consent to Assignment.

2. That pursuant to the Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, the proposed amendment of lease has been classified as an Unlisted Action determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Determination of Non-Significance;

3. That this Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 41 - 2018

AN ORDINANCE AMENDING ORDINANCE NO. 155-2014, WHICH AMENDED ORDINANCE NO. 113-2005, WHICH AMENDED ORDINANCE NO. 90-2003, ENTITLED “TO ESTABLISH A TAXI AND LIMOUSINE COMMISSION AND TO PROVIDE FOR THE REGISTRATION OF FOR-HIRE VEHICLES.”

WHEREAS, Nassau County Legislature passed Ordinance No. 90-2003, establishing a Taxi and Limousine Commission and providing for the registration of for-hire vehicles; and

WHEREAS, Nassau County Legislature passed Ordinance No. 113-2005, amending Ordinance No. 90-2003; and

WHEREAS, Nassau County Legislature passed Ordinance No. 155-2014, amending Ordinance No. 113-2005; and

WHEREAS, the many unlicensed passenger vehicles operating for-hire within Nassau County continue to pose a danger to County residents because these vehicles may be uninsured and unsafe; and

WHEREAS, this Ordinance provides for the registration by Nassau County of for-hire vehicles including properly licensed taxicabs, limousines and private livery vehicles, and prohibits the operation of any unregistered vehicle as a taxicab, limousine or private livery vehicle; now, therefore

BE IT ORDAINED BY THE COUNTY LEGISLATURE OF NASSAU COUNTY, Ordinance No. 155-2014, which amended Ordinance No. 113-2005, which amended Ordinance No. 90-2003, entitled “To Establish A Taxi and Limousine Commission and to Provide for the Registration of For-Hire Vehicles,” is hereby amended to read as follows:

Section 1. Definitions.

(a) "Base station" shall mean the location from which a for-hire vehicle is dispatched.

(b) “Board” shall mean the Nassau County Taxi and Limousine Board

(c) “Commissioner” shall mean the Commissioner of the Nassau County Department of Consumer Affairs.

- (d) "Hack license" shall mean a valid license to operate a for-hire vehicle issued by a city, county, town or village.
- (e) "Operate" shall mean to pick up or drop off passengers.
- (f) "Permit to operate" shall mean to own or lease the base station from which a for-hire vehicle is dispatched.
- (g) "Person" shall mean an individual, a partnership, an unincorporated association, a corporation or any other legal entity.
- (h) "Primary Owner" shall mean the vehicle owner with the predominant financial interest in such vehicle.

Section 2. Registration of For-Hire Vehicles.

(a) No person may operate or permit to be operated a for-hire vehicle in the County of Nassau without a certificate of registration for such vehicle issued by the Nassau County Department of Consumer Affairs. Such certificate of registration shall be issued only: (i) to for-hire vehicle owners, taxi medallion owners and base station owners who hold taxicab, limousine, or private livery vehicle licenses issued by another municipality, in addition to any license required by the State of New York, or (ii), pursuant to regulations recommended by the Board and adopted by the Commissioner. An owner, taxi medallion owner and any base station owner shall jointly register with the County each and every for-hire vehicle on an annual basis. Every for-hire vehicle registered shall conspicuously display a County registration certificate within the view of

the passengers therein and such registration certificate shall include a registration number issued by the Nassau County Department of Consumer Affairs, a hack license, and the telephone number of the base station owner where the vehicle is operated from a base station. Every for-hire vehicle registered shall also be issued a registration sticker which must be displayed as required by the regulations of the Nassau County Department of Consumer Affairs and which shall indicate the purposes for which the vehicle is registered. No person may operate a for-hire vehicle registered by Nassau County in a manner not authorized by such registration. Only for-hire vehicles registered by the County that are licensed by a municipality within the County and whose place of business and location of dispatch is in Nassau County or for-hire vehicles whose place of business and dispatch is in Nassau County and that are authorized by the New York State Department of Transportation to operate within Nassau County, shall, to the extent practicable, be issued Commission license plates, which, once issued, are required to be displayed.

(b) All current vehicle registrations made with the Nassau County Taxi and Limousine Commission shall remain valid until such registration expires.

Section 3. Fees. The initial fee for a for-hire vehicle registration shall be three hundred (\$300.00) dollars per vehicle. The registration shall be valid for a period of

one (1) year from the date of issue. The annual renewal fee for a for-hire vehicle shall be two hundred fifty (\$250.00) dollars per vehicle.

Section 4. Exemptions

(a) A person who possesses a for-hire vehicle license or registration issued by a municipality within the County of Nassau shall be exempt from all but five (\$5.00) dollars of the registration fees as set forth in section 3 of this Ordinance.

(b) A person who possesses a for-hire vehicle license or registration issued by a jurisdiction outside the County of Nassau that reciprocates with the County in permitting for-hire vehicles registered by Nassau County to operate within such jurisdiction without the necessity of obtaining a license from such jurisdiction or upon payment of no more than a five (\$5.00) dollar registration fee shall be exempt from all but five (\$5.00) dollars of the County's registration fees.

(c) New York City yellow and green medallion taxicabs that possess a meter that are permitted to accept hails from passengers on the streets within New York City and which are not equipped for radio dispatch shall be exempt from the provisions of this Ordinance.

Section 5. Penalties. Any person who violates any provision of this Ordinance shall be guilty of a Class A misdemeanor. In addition to the penalties provided by subdivision 1 of section 80.05 of the New York State Penal Law, any such person will be subject to the following civil fines: for a first time violation, by a fine of not less than

three hundred (\$300.00) dollars , but not more than one thousand five hundred (\$1500.00) dollars, for a second violation committed within five (5) years of first violation, by a fine of not less than six hundred (\$600.00) dollars but not more than, three thousand five hundred (\$3,500.00) dollars; for a third violation and each subsequent violation committed within five (5) years of two prior violations, by a fine of at least one thousand (\$1,000.00) dollars but not more than five thousand (\$5,000.00) dollars. Each violation of this Ordinance shall be deemed to be a separate offense.

Section 6.

(a) A police officer or authorized officer, employee or agent of the Nassau County Department of Consumer Affairs may, upon service on the operator of a vehicle of a notice of violation for operating without registration required by section 2 of this Ordinance, seize and impound such vehicle. The operator shall surrender the keys to the vehicle to the seizing police officer or authorized officer, employee or agent of the Nassau County Department of Consumer Affairs and the operator shall disable any engine cut-off mechanisms, if present in the vehicle. A vehicle seized pursuant to this subdivision shall be delivered into the custody of the Nassau County Department of Consumer Affairs.

(b) A person from whom a vehicle has been seized and impounded pursuant to this section shall receive notice at the time of such seizure and by certified mail, return receipt requested, as soon thereafter as

practical informing such person how and when the vehicle may be, reclaimed and whether the vehicle is subject to a civil forfeiture proceeding pursuant to subdivision (f) of this section. In the event that the person from whom the vehicle was seized is not the registered owner of the vehicle, separate notice shall be provided by certified mail, return receipt requested, to the registered owner of the vehicle. Notice shall also be provided to any lien holder. For purposes of this section, the term "lien holder shall mean any person, corporation, partnership, firm, agency, association or other entity who at the time of a seizure pursuant to this section has a financial interest recorded as a lien with the Department of Motor Vehicles of New York State or any other state, territory, district, province, nation or other jurisdiction, except that "lien holder" shall not mean an entity that leases vehicles pursuant to a written agreement subject to the New York State personal property law or the uniform commercial code. Nothing in this provision shall be construed to prevent a lien holder whose lien is not recorded from intervening in any action or proceeding under this section.

(c) A vehicle seized and impounded pursuant to this section may be released prior to the hearing provided in section 8 of this Ordinance upon the posting of an all cash bond in a form satisfactory to the Commissioner in an amount sufficient to cover the maximum fines or civil penalties which may be imposed for the violation underlying the impoundment an

all reasonable costs for removal and storage of such vehicle; provided, however that such release shall be conditioned on presentation of proof of ownership or authorization from the owner of the vehicle as ownership is defined by section 388 of the vehicle and traffic law.

(d) Following an adjudication that has resulted in a determination that the vehicle was not used in connection with a violation of section 2 of this Ordinance, the Commissioner shall order the immediate release of the vehicle. In the event that an adjudication results in a determination that the vehicle was used in connection with such a violation, release of such vehicle may be obtained upon payment of all applicable fines and civil penalties and all reasonable costs of removal and storage and upon proof of ownership as provided in subdivision (c) of this section.

(e) Notwithstanding provisions of subdivisions (c) and (d) of this section, no person shall obtain release of a vehicle unless and until such person submits an application for registration, or reinstatement of registration, as appropriate, to the Commissioner in the form and containing the information required by the Commissioner; provided, however that such vehicle may be released to a person who has not previously been found to have violated the registration requirement of section 2 of this Ordinance and who attests in an affidavit that he or she does not normally operate the vehicle in Nassau County, will not so operate the vehicle in the future and does not, therefore, wish to register with the County.

Notwithstanding the provisions of this section, in the event that the owner of the vehicle is not the person who was found to be in violation of the provisions of section 2 of this Ordinance, such owner may obtain release upon payment of fines and penalties and reasonable costs of removal as provided herein and upon execution of a sworn statement, subject to the provisions of the penal law relative to false statements and satisfactory to the Commissioner, that he or she will not permit the person who has violated such provisions to operate the vehicle in violation of section 2 of this Ordinance.

(f)

(i) Notwithstanding any other provision of this Ordinance, the County of Nassau may, after notice to the operator, owner and lienholder, if any, commence a civil action for forfeiture to the County in the event that release of a vehicle seized pursuant to this section has not been obtained within thirty (30) days following an adjudication that has resulted in a determination that operation of the vehicle has been in violation of section 2 of this Ordinance because there has been no application for registration nor submission of an affidavit, as provided in this subdivision, attesting that the vehicle is not ordinarily operated within Nassau County.

(ii) In addition to any other fine, penalty or sanction for violation of section 2 of this Ordinance, the County of Nassau may commence a

civil action for forfeiture to such county of any vehicle where there is no valid license from another jurisdiction to operate a for-hire vehicle and the vehicle is operated by a person who has been found on at least two prior occasions within any five year period that commences after the effective date of this Ordinance to have engaged in unregistered activity in violation of section 2 of this Ordinance and each such determination has included findings that a vehicle was used in connection with such violations.

(iii) The interest of a lien holder in such property shall not be subject to forfeiture pursuant to this subdivision, provided, however, that this provision shall not be construed to entitle a lien holder more than the outstanding balance of the lien.

(g) The County may, at any time subsequent to the commencement of a forfeiture proceeding, apply to the court, after having provided notice as required to the persons or entities set forth in subdivisions (a) and (e) of this section, for a prompt hearing to request the court to take measures to protect the public from unregistered for-hire vehicles and to protect the vehicle from destruction or sale during the pendency of the forfeiture proceeding. At such hearing the court may authorize the custody of the vehicle by the County, or other such appropriate measures, including but not limited to an order prohibiting the use of the vehicle, the posting of a bond or an order restraining the sale or transfer of title of the vehicle. The

hearing shall take into consideration, but not be limited to: (i) the existence of probable cause for the underlying seizure; (ii) the likelihood of success on the merits of the forfeiture action; and (iii) determinations of unregistered for-hire vehicle activities within the past five years.

(h) Notice pursuant to this section to an owner or lien holder shall be to the address recorded with the Department of Motor Vehicles by certified mail, return receipt requested.

Section 8. Enforcement.

This Ordinance shall be enforced concurrently by any Police Department and the Department of Consumer Affairs. The Department of Consumer Affairs shall be empowered to issue notices of violation and the Police Department shall be empowered to issue tickets for violations of this Ordinance. A copy of any ticket issued by the Police Department shall be promptly forwarded to the Department of Consumer Affairs and shall also serve as a civil notice of violation. Upon receipt of a copy of any such ticket, the Department of Consumer Affairs shall mail correspondence to the recipient of the ticket indicating the date, time and location of a civil hearing on the alleged violation, which date shall be no later than fifteen (15) business days from the date of the notice of violation in any case in which the vehicle has been seized. A hearing shall be held before a hearing officer assigned by the Commissioner, a record of the hearing shall be created, and the hearing officer shall make a determination on the violation and levy fines, where appropriate, at the conclusion of the hearing. All such determinations may be appealed to the Commissioner by submitting, within five

business days of the hearing officer's determination, a written statement of appeal detailing the grounds on which the appeal is based. The Commissioner shall then issue a final determination in writing. In any case in which a vehicle has been seized, the determination shall be made within five days of the date that the statement of appeal is received. The Department of Consumer Affairs shall receive payments for all fines.

Section 9. Severability.

If any part of or provision of this Ordinance or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Ordinance, or the application thereof to either persons or circumstances.

Section 10.

This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 42 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreation and Museums.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 30, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
356,839	New York State Legislature	GRT	PK	DE	356,839

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 43 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreation and Museums.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 30, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
40,776	New York State Legislature	GRT	PK	DE	40,776

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 44 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Health Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 30, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
\$294,343	New York State Department of Health	GRT	HE	AA	\$222,268
			HE	AB	\$71,275
			HE	DD	\$800

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 45- 2018

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2017.

WHEREAS, it has been determined that certain transfers are needed to close the fiscal year of 2017; and

WHEREAS, the County Executive, by communication dated May 3, 2018, addressed to the County Legislature, has advised that transfers of appropriations heretofore made and supplemental appropriations are required; and

WHEREAS, this transfer has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfer is known as BT-Year End 2017 as follows:

BOARD TRANSFER- YEAR END 2017

General Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	ACGEN1000 - AA98Z	SALARIES, WAGES & FEES	137,599.93
	ACGEN1000 - DE548	CONTRACTUAL SERVICES	50,000.00
	ASGEN1100 - DD498	GENERAL EXPENSES	35,977.14
	ASGEN1100 - DE548	CONTRACTUAL SERVICES	127,610.56
	ASGEN1200 - AA98Z	SALARIES, WAGES & FEES	109,268.09
	ASGEN1400 - AA98Z	SALARIES, WAGES & FEES	65,202.85
	ASGEN1500 - AA98Z	SALARIES, WAGES & FEES	95,894.97
	ASGEN1700 - AA98Z	SALARIES, WAGES & FEES	51,828.17
	ATGEN1100 - BB198	EQUIPMENT	13,899.00
	ATGEN1100 - DE548	CONTRACTUAL SERVICES	398,515.92
	BUGEN1000 - DE548	CONTRACTUAL SERVICES	773,527.50
	BUGEN1720 - AA98Z	SALARIES, WAGES & FEES	376,967.23
	BUGEN1720 - AB10F	FRINGE BENEFITS	2,463,311.36
	BUGEN1770 - 6Q60Q	HIPAA PAYMENTS	25,000.00
	BUGEN1770 - HD59F	DEBT SERVICE CHARGEBACKS	9,831,711.74

	CODE	DESCRIPTION	AMOUNT
FROM	BUGEN1770 - NA9NA	NCIFA EXPENDITURES	500,000.00
	CAGEN1601 - AA98Z	SALARIES, WAGES & FEES	160,872.10
	CCGEN1120 - AC97F	WORKERS COMPENSATION	926,707.79
	CCGEN1220 - AA98Z	SALARIES, WAGES & FEES	1,031,647.19
	CCGEN1510 - DD498	GENERAL EXPENSES	163,752.26
	CCGEN1540 - DD498	GENERAL EXPENSES	54,618.74
	CCGEN1540 - DF558	UTILITY COSTS	111,286.84
	CEGEN1000 - DD498	GENERAL EXPENSES	47,205.90
	CFGEN3000 - AA98Z	SALARIES, WAGES & FEES	91,117.31
	CLGEN1100 - AA98Z	SALARIES, WAGES & FEES	339,937.66
	CLGEN1100 - BB198	EQUIPMENT	33,977.43
	CLGEN1100 - DD498	GENERAL EXPENSES	3,159.31
	CLGEN1100 - DE548	CONTRACTUAL SERVICES	43,589.42
	COGEN1100 - DD498	GENERAL EXPENSES	82,285.79
	COGEN1100 - DE548	CONTRACTUAL SERVICES	115,203.23
	COGEN1200 - DE548	CONTRACTUAL SERVICES	225,288.50
	COGEN1300 - AA98Z	SALARIES, WAGES & FEES	222,511.13
	CSGEN1100 - DD498	GENERAL EXPENSES	36,483.05
	CSGEN1200 - AA98Z	SALARIES, WAGES & FEES	148,291.93
	CSGEN1200 - DD498	GENERAL EXPENSES	166,072.34
	CSGEN1200 - DE548	CONTRACTUAL SERVICES	14,499.00
	CSGEN1400 - DD498	GENERAL EXPENSES	5,404.44
	CSGEN1800 - AA98Z	SALARIES, WAGES & FEES	111,183.19
	CSGEN1900 - AA98Z	SALARIES, WAGES & FEES	58,218.66
	CTGEN1000 - AB10F	FRINGE BENEFITS	205,153.19
	DAGEN1100 - BB198	EQUIPMENT	18,215.19
	DAGEN1100 - DD498	GENERAL EXPENSES	77,144.27
	ELGEN1000 - AA98Z	SALARIES, WAGES & FEES	366,404.23
	ELGEN1000 - DD498	GENERAL EXPENSES	32,201.60
	ELGEN2000 - AA98Z	SALARIES, WAGES & FEES	289,634.30
	ELGEN2000 - DD498	GENERAL EXPENSES	1,079,340.39
	ELGEN2000 - DE548	CONTRACTUAL SERVICES	187,888.00
	ELGEN3000 - AA98Z	SALARIES, WAGES & FEES	285,039.00
	ELGEN3000 - DD498	GENERAL EXPENSES	109,809.83
	ELGEN3000 - DE548	CONTRACTUAL SERVICES	70,479.00
	EMGEN1000 - AA98Z	SALARIES, WAGES & FEES	183,198.97
	FBGEN3800 - AB10F	FRINGE BENEFITS	569,055.92
	HEGEN1100 - AA98Z	SALARIES, WAGES & FEES	142,913.79

	CODE	DESCRIPTION	AMOUNT
FROM	HEGEN1100 - DD498	GENERAL EXPENSES	62,328.98
	HEGEN2100 - AA98Z	SALARIES, WAGES & FEES	161,771.69
	HEGEN2100 - DE548	CONTRACTUAL SERVICES	18,095.00
	HEGEN3100 - DD498	GENERAL EXPENSES	71,904.65
	HEGEN4100 - DD498	GENERAL EXPENSES	7,542.91
	HEGEN4350 - AA98Z	SALARIES, WAGES & FEES	156,377.80
	HEGEN4350 - DD498	GENERAL EXPENSES	1,441.79
	HEGEN4500 - AA98Z	SALARIES, WAGES & FEES	170,631.91
	HEGEN4500 - DD498	GENERAL EXPENSES	55,244.62
	HEGEN5100 - AA98Z	SALARIES, WAGES & FEES	49,742.70
	HEGEN5100 - DD498	GENERAL EXPENSES	47,511.05
	HEGEN5100 - HF597	INTER DEPARTMENTAL CHARGES	191,924.07
	HEGEN5100 - PP798	EARLY INTERVENTION/SPECIAL EDUCATION	913,912.97
	HEGEN5400 - AA98Z	SALARIES, WAGES & FEES	106,863.37
	HIGEN1400 - AA98Z	SALARIES, WAGES & FEES	16,256.93
	HRGEN1100 - AA98Z	SALARIES, WAGES & FEES	21,281.78
	HRGEN1300 - AA98Z	SALARIES, WAGES & FEES	790.92
	HSGEN1100 - BB198	EQUIPMENT	16,318.23
	HSGEN1200 - DE548	CONTRACTUAL SERVICES	611,424.06
	HSGEN1601 - DE548	CONTRACTUAL SERVICES	500,977.00
	ITGEN1000 - DE548	CONTRACTUAL SERVICES	848,744.69
	ITGEN1500 - AA98Z	SALARIES, WAGES & FEES	109,954.77
	ITGEN1500 - DD498	GENERAL EXPENSES	108,476.29
	ITGEN1800 - DD498	GENERAL EXPENSES	36,220.88
	ITGEN1950 - DE548	CONTRACTUAL SERVICES	352,880.64
	LEGEN1000 - AA98Z	SALARIES, WAGES & FEES	24,387.40
	LEGEN1500 - AA98Z	SALARIES, WAGES & FEES	200,880.63
	LEGEN1500 - DE548	CONTRACTUAL SERVICES	25,000.00
	LEGEN2000 - AA98Z	SALARIES, WAGES & FEES	60,094.01
	LEGEN2000 - DD498	GENERAL EXPENSES	50,974.22
	LEGEN2000 - DE548	CONTRACTUAL SERVICES	50,000.00
	LEGEN3000 - AA98Z	SALARIES, WAGES & FEES	185,945.15
	MAGEN1100 - DD498	GENERAL EXPENSES	12,750.71
	MAGEN1200 - DD498	GENERAL EXPENSES	3,353.84
	MAGEN1300 - AA98Z	SALARIES, WAGES & FEES	37,833.13
	MAGEN1300 - DD498	GENERAL EXPENSES	2,400.00
	MAGEN1300 - DE548	CONTRACTUAL SERVICES	13,232.00
	MEGEN1100 - BB198	EQUIPMENT	753.00
	MEGEN1300 - DD498	GENERAL EXPENSES	3,945.64
	MEGEN1400 - BB198	EQUIPMENT	800.00

	CODE	DESCRIPTION	AMOUNT
FROM	MEGEN1500 - BB198	EQUIPMENT	511.49
	MEGEN1500 - DD498	GENERAL EXPENSES	8,673.77
	MEGEN1600 - AA98Z	SALARIES, WAGES & FEES	186,062.98
	MEGEN1600 - BB198	EQUIPMENT	3,360.07
	MEGEN1700 - BB198	EQUIPMENT	37,166.82
	PAGEN1000 - AA98Z	SALARIES, WAGES & FEES	17,801.86
	PBGEN1310 - AA98Z	SALARIES, WAGES & FEES	69,028.59
	PBGEN1310 - DD498	GENERAL EXPENSES	13,150.25
	PBGEN1400 - DE548	CONTRACTUAL SERVICES	29,526.90
	PEGEN1100 - AA98Z	SALARIES, WAGES & FEES	104,054.24
	PKGEN1100 - DD498	GENERAL EXPENSES	54,573.30
	PKGEN2100 - DD498	GENERAL EXPENSES	216,921.84
	PKGEN2200 - AA98Z	SALARIES, WAGES & FEES	39,669.80
	PKGEN2200 - DE548	CONTRACTUAL SERVICES	133,345.48
	PKGEN3820 - DD498	GENERAL EXPENSES	18,811.57
	PKGEN4400 - AA98Z	SALARIES, WAGES & FEES	36,904.43
	PKGEN4512 - AA98Z	SALARIES, WAGES & FEES	16,741.46
	PKGEN6107 - DE548	CONTRACTUAL SERVICES	4,833.00
	PKGEN6113 - AA98Z	SALARIES, WAGES & FEES	72,302.88
	PKGEN6113 - DE548	CONTRACTUAL SERVICES	56,758.99
	PRGEN1200 - AA98Z	SALARIES, WAGES & FEES	82,851.63
	PWGEN1000 - HF597	INTERDEPARTMENTAL CHARGES	2,294,691.00
	PWGEN1050 - AC97F	WORKERS COMPENSATION	450,049.48
	PWGEN1050 - DD498	GENERAL EXPENSES	396,915.73
	PWGEN1100 - 94994	RENT	1,101,115.39
	PWGEN1100 - DD498	GENERAL EXPENSES	104,263.82
	PWGEN1100 - HF597	INTER DEPARTMENTAL CHARGES	2,160,539.00
	PWGEN0110 - AA98Z	SALARIES, WAGES & FEES	186,130.97
	PWGEN0120 - AA98Z	SALARIES, WAGES & FEES	280,939.22
	PWGEN0140 - DD498	GENERAL EXPENSES	1,467.00
	PWGEN0150 - DD498	GENERAL EXPENSES	9,896.57
	PWGEN0150 - DF558	UTILITY COSTS	560,374.65
	PWGEN0152 - DD498	GENERAL EXPENSES	1,917.00
	PWGEN0152 - DE548	CONTRACTUAL SERVICES	1,839,250.01
	PWGEN0152 - MB631	LIRR STATION MAINTENANCE	58,717.00
	PWGEN0152 - MG636	INTERMODAL CENTER SUBSIDY	65,000.00
	PWGEN0175 - AA98Z	SALARIES, WAGES & FEES	280,572.34
	PWGEN0175 - DD498	GENERAL EXPENSES	7,868.00

	CODE	DESCRIPTION	AMOUNT
FROM	PWGEN0240 - DF558	UTILITY COSTS	290,590.85
	PWGEN0260 - AA98Z	SALARIES, WAGES & FEES	496,527.98
	PWGEN0290 - DD498	GENERAL EXPENSES	100,133.87
	PWGEN0320 - AA98Z	SALARIES, WAGES & FEES	186,796.15
	PWGEN0320 - DD498	GENERAL EXPENSES	672,959.94
	PWGEN0320 - DE548	CONTRACTUAL SERVICES	739,106.86
	PWGEN0325 - AA98Z	SALARIES, WAGES & FEES	75,000.00
	PWGEN0325 - DD498	GENERAL EXPENSES	349,764.94
	PWGEN0640 - BB198	EQUIPMENT	15,878.72
	PWGEN0640 - DF558	UTILITY COSTS	963,473.37
	PWGEN0642 - BB198	EQUIPMENT	2,417.00
	PWGEN0644 - DD498	GENERAL EXPENSES	139,497.65
	RMGEN1000 - AA98Z	SALARIES, WAGES & FEES	182,462.79
	RMGEN1000 - DD498	GENERAL EXPENSES	28,571.75
	RMGEN1000 - DE548	CONTRACTUAL SERVICES	15,470.36
	SSGEN1000 - AA98Z	SALARIES, WAGES & FEES	126,563.64
	SSGEN1000 - DD498	GENERAL EXPENSES	14,666.18
	SSGEN1000 - DE548	CONTRACTUAL SERVICES	513,041.61
	SSGEN1000 - HF597	INTER DEPARTMENTAL CHARGES	1,907,017.13
	SSGEN1520 - DD498	GENERAL EXPENSES	154.70
	SSGEN2100 - DD498	GENERAL EXPENSES	6,708.03
	SSGEN2400 - DD498	GENERAL EXPENSES	1,395.95
	SSGEN2400 - DE548	CONTRACTUAL SERVICES	30,545.00
	SSGEN2600 - DD498	GENERAL EXPENSES	2,491.48
	SSGEN2700 - DD498	GENERAL EXPENSES	660.00
	SSGEN2800 - DD498	GENERAL EXPENSES	1,479.00
	SSGEN3500 - AA98Z	SALARIES, WAGES & FEES	394,351.51
	SSGEN6000 - SS698	RECIPIENT GRANTS	1,099,416.56
	SSGEN6000 - WW848	EMERGENCY VENDOR PAYMENTS	1,199,289.76
	SSGEN6100 - SS698	RECIPIENT GRANTS	329,129.84
	SSGEN6200 - WW848	EMERGENCY VENDOR PAYMENTS	47,019.25
	SSGEN6300 - SS698	RECIPIENT GRANTS	590,971.93
	SSGEN6300 - WW848	EMERGENCY VENDOR PAYMENTS	226,434.83
	SSGEN6500 - WW848	EMERGENCY VENDOR PAYMENTS	240,669.07
	SSGEN6900 - SS698	RECIPIENT GRANTS	101,820.83
	SSGEN7000 - SS698	RECIPIENT GRANTS	311,940.80
	SSGEN7200 - WW848	EMERGENCY VENDOR PAYMENTS	13,950.00
	SSGEN7300 - XX898	MEDICAID	1,878,874.68
	SSGEN7500 - SS698	RECIPIENT GRANTS	86,223.46
	TCGEN1000 - AA98Z	SALARIES, WAGES & FEES	40,954.27
	TRGEN1100 - DD498	GENERAL EXPENSES	37,457.38
	TRGEN1300 - AA98Z	SALARIES, WAGES & FEES	81,759.07
	TRGEN1600 - DD498	GENERAL EXPENSES	68,621.95
	TRGEN1600 - DE548	CONTRACTUAL SERVICES	61,986.59
	TVGEN1000 - AA98Z	SALARIES, WAGES & FEES	149,776.25
	TVGEN1000 - DD498	GENERAL EXPENSES	25,308.75
			53,029,165.04

	CODE	DESCRIPTION	AMOUNT
TO	BUGEN1740 - 67967	BAR ASSN NC PUB DFDR	640,193.28
	BUGEN1770 - 87987	OTHER SUITS & DAMAGES	1,494,036.35
	TRGEN1600 - 87987	OTHER SUITS & DAMAGES	5,364,074.75
	PWGEN0152 - 6H60H	PT LOOKOUT/LIDO LG BCH BUS RT	75,000.00
	BUGEN1750 - 70970	NON FIT RESIDENT TUITION	854,396.25
	BUGEN1750 - 7097F	FIT RESIDENT TUITION	854,396.25
	ARGEN1100 - AA97Z	SALARIES, WAGES & FEES	17,704.75
	ATGEN1000 - AA97Z	SALARIES, WAGES & FEES	47,578.96
	BUGEN3100 - AA97Z	SALARIES, WAGES & FEES	3,675,217.00
	CCGEN2000 - AA97Z	SALARIES, WAGES & FEES	206,715.24
	CEGEN1000 - AA97Z	SALARIES, WAGES & FEES	380,969.80
	CFGEN1000 - AA97Z	SALARIES, WAGES & FEES	64,900.69
	DAGEN1100 - AA97Z	SALARIES, WAGES & FEES	553,856.96
	HSGEN1400 - AA97Z	SALARIES, WAGES & FEES	226,475.96
	LRGEN1000 - AA97Z	SALARIES, WAGES & FEES	43,469.04
	PKGGEN1100 - AA97Z	SALARIES, WAGES & FEES	60,165.39
	PKGGEN3100 - AA97Z	SALARIES, WAGES & FEES	38,073.60
	PWGEN1050 - AA97Z	SALARIES, WAGES & FEES	47,768.79
	PWGEN0640 - AA97Z	SALARIES, WAGES & FEES	12,140.82
	SAGEN1300 - AA97Z	SALARIES, WAGES & FEES	11,135.87
	BUGEN1500 - AC98F	WORKERS COMPENSATION	536,460.40
	CCGEN1540 - BB197	EQUIPMENT	193,170.74
	CFGEN3000 - BB197	EQUIPMENT	20,315.00
	ELGEN3000 - BB197	EQUIPMENT	1,692.29
	PKGGEN2200 - BB197	EQUIPMENT	10,281.77
	ATGEN1100 - DD497	GENERAL EXPENSES	34,977.36
	CFGEN3000 - DD497	GENERAL EXPENSES	28,941.94
	HSGEN1502 - DD497	GENERAL EXPENSES	350,122.57
	PRGEN1100 - DD497	GENERAL EXPENSES	1,255.94
	CCGEN1430 - DE547	CONTRACTUAL SERVICES	2,837,765.85
	DAGEN1100 - DE547	CONTRACTUAL SERVICES	140,971.93
	LRGEN1000 - DE547	CONTRACTUAL SERVICES	111,616.25
	PWGEN1100 - DE547	CONTRACTUAL SERVICES	225,488.73
	TCGEN1000 - DE547	CONTRACTUAL SERVICES	5,145.00
	TVGEN1000 - DE547	CONTRACTUAL SERVICES	581,288.09
	BUGEN1730 - GA625	LOCAL GOVERNMENT ASSISTANCE	1,182,655.00
	BUGEN1770 - HF597	INTER DEPARTMENTAL CHARGES	1,014,239.02

	CODE	DESCRIPTION	AMOUNT
TO	HEGEN2000 - HF597	INTER DEPARTMENTAL CHARGES	128,442.00
	HEGEN4100 - HF597	INTER DEPARTMENTAL CHARGES	299,859.00
	PBGEN1400 - HF597	INTER DEPARTMENTAL CHARGES	1,380,070.05
	PWGEN0200 - HF597	INTER DEPARTMENTAL CHARGES	1,451,036.00
	PWGEN0320 - HF597	INTER DEPARTMENTAL CHARGES	373,508.00
	BUGEN1730 - JA600	RESERVE FOR CONTINGENCIES	220,179.00
	BUGEN1800 - LH617	TRANSFER TO PDH	22,923,883.90
	BUGEN1800 - LL627	TRANSFER TO FIRE COMM FUND	257,509.52
	BUGEN1800 - LX62C	TRANS TO CAPITAL FUND	991,853.29
	HEGEN5400 - PP797	EARLY INTERVENTION/SPECIAL EDUCATION	1,289,878.16
	SSGEN7600 - TT747	PURCHASED SERVICES	239,062.71
	SSGEN6100 - WW847	EMERGENCY VENDOR PAYMENTS	577,821.61
	SSGEN6600 - WW847	EMERGENCY VENDOR PAYMENTS	951,404.17
			53,029,165.04

Police District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PDPDD2400 - AA98Z	SALARIES, WAGES & FEES	4,844,515.00
			4,844,515.00

	CODE	DESCRIPTION	AMOUNT
TO	PDPDD2600 - HF597	INTER DEPARTMENTAL CHARGES	4,844,165.00
	PDPDD2600 - HD59F	DEBT SERVICE CHARGEBACKS	350.00
			4,844,515.00

Police Headquarters Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	FBPDH1000 - AB10F	FRINGE BENEFITS	40,104.57
	PDPDH1100 - AC97F	WORKERS COMPENSATION	626,293.73
	PDPDH1100 - BB198	EQUIPMENT	85,428.45
	PDPDH1100 - DE548	CONTRACTUAL SERVICES	638,369.33
	PDPDH1153 - DF558	UTILITY COSTS	299,487.46
	PDPDH1400 - DD498	GENERAL EXPENSES	727,914.60
			2,417,598.14

	CODE	DESCRIPTION	AMOUNT
TO	PDPDH1153 - HD59F	DEBT SERVICE CHARGEBACKS	217,316.00
	PDPDH1000 - HF597	INTER DEPARTMENTAL CHARGES	2,200,282.14
			2,417,598.14

Fire Commission Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	FCFCF1100 - DD498	GENERAL EXPENSES	50,446.11
			50,446.11

	CODE	DESCRIPTION	AMOUNT
TO	FCFCF1000 - HF597	INTER DEPARTMENTAL CHARGES	18,021.00
	FCFCF1100 - BB197	EQUIPMENT	16,884.11
	FCFCF1100 - HD59F	DEBT SERVICE CHARGEBACKS	15,541.00
			50,446.11

FEMA Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	ELFEM1000 - AB10F	FRINBE BENEFITS	22,280.07
	ELFEM1000 - AA98Z	SALARIES, WAGES & FEES	7,052.52
			29,332.59

	CODE	DESCRIPTION	AMOUNT
TO	ELFEM1000 - HH597	INTERFUND CHARGES	29,332.59
			29,332.59

Sewer and Storm Water Resources District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PWSSW6110 - DF558	UTILITIES COST	869,552.82
			869,552.82

	CODE	DESCRIPTION	AMOUNT
TO	PWSSW6110 - AA97Z	SALARIES, WAGES & FEES	642,493.60
	PWSSW6110 - AB10F	FRINGE BENEFITS	227,059.22
			869,552.82

and

WHEREAS, the said transfer of appropriations and supplemental appropriations is recommended by the County Executive in said communication and is within the scope of Section 307 of the County Government Law of Nassau County; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. The County Legislature does also hereby authorize the said transfer of appropriations heretofore made in order to close fiscal year 2017, as hereinabove set forth; and

§2. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BACO17000001 AND BACO17000002

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
1,132,133.10	Disputed Assessment Fund – Revenue	DAF	BU	87987	1,132,133.10
	TOTAL:				1,132,133.10
16,333,148.29	General Fund	PDH	PD	AA	16,255,960.43
		PDH	PD	HF	77,187.86
	TOTAL:				16,333,148.29

§3. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of

any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§4. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§5. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

Richard Nicoletto,
PRESIDING OFFICER

FULL LEGISLATURE

1550 Franklin Avenue
Mineola, New York

May 23, 2018
1:20 p.m.

A P P E A R A N C E S:

RICHARD NICOLELLO
Presiding Officer

HOWARD KOPEL
Deputy Presiding Officer

JOHN FERRETTI

THOMAS MCKEVITT

C. WILLIAM GAYLOR III

STEVEN RHOADS

JAMES KENNEDY

LAURA SCHAEFER

ROSE MARIE WALKER

VINCENT MUSCARELLA

DENISE FORD

KEVAN ABRAHAMS

DELIA DERIGGI-WHITTON

SIELA BYNOE

CARRIE SOLAGES

ELLEN BIRNBAUM

ARNOLD DRUCKER

JOSHUA LAFAZAN

DEBRA MULE

DENISE FORD

MICHAEL C. PULITZER
Clerk of the Legislature

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1 LEGISLATOR NICOLELLO: Thank you all for attending
2 today's legislative meeting. We are going to start as we
3 always do with a Pledge of Allegiance, after which we will
4 have a moment of silence. But please stand and will
5 Legislator Colonel Bill Gaylor please lead us in the
6 pledge.

7 (Pledge of Allegiance recited.)

8 LEGISLATOR NICOLELLO: Okay, we're going to have
9 a moment of silence for the victims of the school shooting
10 in Santa Fe, Texas. Unfortunately, this is something we're
11 doing way too often. We have moment of silence for the
12 victims, their families and all the students who are
13 exposed to that trauma.

14 Okay, we do the roll call, correct? Let's do the
15 roll call.

16 CLERK PULITZER: Thank you Presiding
17 Officer. Roll call. Deputy Presiding Officer,
18 Howard Kopel?

19 CLERK PULITZER: Alternate Deputy
20 Presiding Officer, Denise Ford?

21 LEGISLATOR FORD: Here.

22 CLERK PULITZER: Legislator Siela Bynoe?

23 LEGISLATOR BYNOE: Here.

24 CLERK PULITZER: Legislator Carrie A.
25 Solages?

1 LEGISLATOR SOLAGES: Here.

2 CLERK PULITZER: Legislator Debra Mule?

3 LEGISLATOR MULE: Here.

4 CLERK PULITZER: Legislator C. William
5 Gaylor III?

6 LEGISLATOR GAYLOR: Present.

7 CLERK PULITZER: Thank you. Legislator
8 Vincent Muscarealla?

9 LEGISLATOR MUSCARELLA: Here.

10 CLERK PULITZER: Legislator Ellen
11 Birnbaum?

12 LEGISLATOR BIRNBAUM: Here.

13 CLERK PULITZER: Thank you. Legislator
14 Delia DeRiggi-Whitton?

15 LEGISLATOR DERIGGI-WHITTON: Here.

16 CLERK PULITZER: Legislator James
17 Kennedy?

18 LEGISLATOR KENNEDY: Here.

19 CLERK PULITZER: Legislator Thomas
20 McKevitt?

21 LEGISLATOR MCKEVITT: Here.

22 CLERK PULITZER: Legislator Laura
23 Schaefer?

24 LEGISLATOR SCHAEFER: Here.

25 CLERK PULITZER: Legislator John

1 Ferretti Jr.?

2 LEGISLATOR FERRETTI: Here.

3 CLERK PULITZER: Legislator Arnold

4 Drucker?

5 LEGISLATOR DRUCKER: Here.

6 CLERK PULITZER: Legislator Rose Marie

7 Walker?

8 LEGISLATOR WALKER: Here.

9 CLERK PULITZER: Legislator Joshua

10 Lafazan?

11 LEGISLATOR LAFAZAN: Here.

12 CLERK PULITZER: Legislator Steven

13 Rhoads?

14 CLERK PULITZER: Minority Leader Kevan

15 Abrahams?

16 MINORITY LEADER ABRAHAMS: Here.

17 CLERK PULITZER: Presiding Officer Richard

18 Nicolello?

19 RICHARD NICOLELLO: Here.

20 CLERK PULITZER: We have a quorum, sir.

21 LEGISLATOR NICOLELLO: Okay, thank you
22 very much. Once again, welcome to our legislative
23 meeting. The order of business is a 30 minute
24 public comment period. Followed by the hearings
25 and consideration of the various items on our

1 agenda. After we're finished if we have not
2 completed the public comment period, we will go
3 back to public comment. I have a bunch of slips
4 for public comment, some of which relate to the
5 Tobacco 21 legislation which will be considered
6 once we start the business of the Legislature.
7 I'm going to hold the comments on that issue
8 until we have the public hearing on the Tobacco
9 21 legislation. Aside from that I still have a
10 number of slips. I request that you try to abide
11 by the 3 minute rule as much as possible, so that
12 we can get through as many of these slips as
13 possible before the 30 minutes elapse of public
14 comment. It's 20 after 1 now, so we'll be
15 completing public comment by 10 minutes to 2 and
16 going into the business of the Legislature.

17 For starters, I would like to call up
18 Jennifer Schlesinger from Secure Our Schools-
19 Nassau County.

20 JENNIFER SCHLESINGER: I appear here
21 today on behalf of a large and growing group of
22 concerned citizens known as Secure Our Schools-
23 Nassau County. We are here to demand that you our
24 representative pass legislation implementing a
25 School Resource Officer (SRO) program whereby the

1 Nassau County Police Department will train and
2 employ qualified School Resource Officers who
3 would carry firearms during their duties. These
4 SRO's would be available to any school in Nassau
5 County that opts into the program. Under this
6 program school districts can contract with the
7 Nassau County Police Department to obtain SRO
8 services. Schools are soft, easy targets who want
9 to do harm and gain notoriety. The communities
10 across the nation that have been devastated by
11 the occurrence of school shootings never expected
12 to fall victim to such a heinous crime. It is
13 crucial that we be prepared and proactive in
14 protecting the lives of our most precious and
15 defenseless population, our children.

16 We have witnessed in recent school
17 shootings that SRO's have prevented fatalities
18 and mitigated losses. Schools in Nassau County
19 deserve the same level of protection afforded to
20 many schools around the country where SRO's are
21 currently in place. In an active shooter
22 situation every moment counts. Each minute that
23 passes until the arrival of local police can mean
24 the loss of a life. With a properly trained SRO
25 on site and immediately respond to and engage an

1 active shooter and save lives.

2 As I'm sure you're aware, in March the
3 New York State Senate passed a comprehensive
4 school safety package to improve security and
5 keep students safe. Which includes state funding
6 to school districts outside of New York City to
7 hire SRO's or the option for schools to contract
8 with the state, a county, city, town, or villages
9 for SRO services. We are hopeful that the senate
10 package will be passed by the State Assembly and
11 signed into law by Governor Cuomo. We expect our
12 county legislators to support these measure and
13 to follow their lead on the county level by
14 acting swiftly to establish the infrastructure
15 within the Nassau County Police Department
16 necessary to make SRO's available to Nassau
17 County schools. We believe that the state,
18 county, and school districts can work together to
19 establish and fund an SRO program.

20 While we strongly support a variety of
21 other school security measures that may be
22 pursued by our government and local school
23 districts it is imperative that each school in
24 Nassau County have the option to obtain the
25 services of an SRO provided by the Nassau County

1 Police Department, whom shall act as a deterrent
2 and first responder on school grounds.

3 It is improper for school districts to be
4 charged with the responsibility of hiring and
5 managing private security firms that provide
6 security personnel that will carry firearms in
7 the course of their duties on public school
8 property. The Nassau County Police Department,
9 along with the services they typically provide,
10 must adjust to this new but very real threat of
11 school shootings.

12 To reiterate we are asking you, our
13 legislators, to introduce and subsequently pass
14 legislation instituting an SRO program through
15 the Nassau County Police Department. Thank you.

16 LEGISLATOR NICOLELLO: Thank you. Did
17 you want to respond?

18 LEGISLATOR RHOADS: Sure. It's not
19 really so much a response. Ms. Schlesinger, I
20 want to thank you for coming down and expressing
21 so well your concerns. I mean, the issue you're
22 talking about is one which every single
23 legislator I'm sure is concerned. Either as a
24 parent or grandparent, an aunt or uncle. You
25 know, the issue of school security is something

1 that touches each and every one of our lives.
2 What you're asking for is easy to ask for but
3 it's very difficult to implement. Both from a
4 financial standpoint as well as from a personnel
5 standpoint. Essentially what you're asking for,
6 to put a resource officer in every school
7 building, would require us to increase the size
8 of our police force, probably by about 20 percent
9 if we were just going to put one resource officer
10 in each school.

11 But we are certainly happy to take those
12 concerns- I don't mean to speak for the entire
13 Legislature, but to work with the administration
14 to see if there is some way that we can come up
15 with an adequate solution working with the
16 individual school districts and working with the
17 state. Because I think all three have to be
18 partners in whatever solution there is going to
19 be to this growing problem.

20 Also there has to be some sort of
21 consensus on the part of the district level, as
22 to whether they would like to opt in to that type
23 of a program if it were offered. The county has
24 the ability to mandate. In other words even if
25 were to have 450 officers that we could assign

1 today to go into each and every school building
2 in Nassau County, we as a county don't have the
3 right to put them into those buildings. The state
4 has control over education. The state could
5 mandate that the schools through armed security
6 within school buildings, or the individual
7 districts on their own can make that choice. But
8 they have to be partners in the solution and
9 we're happy to work together with them to try and
10 find an adequate solution for that.

11 What I will do right away is, to the
12 extent, I spoke with Commissioner Ryder
13 specifically about your issue. Nancy Caplan was
14 there, we had our Commissioner's Community
15 Council meeting in Mineola on Monday. So we had
16 an opportunity, the three of us to sit down to
17 address it. What I will ask the commissioner to
18 do is, I'll ask him to the extent that he hasn't
19 already, to make sure that he reaches out to each
20 of the 56 district commissioners to set up a
21 meeting with them so that not only can he review
22 the individual school security package in each of
23 their districts, but that he can specifically
24 address the issue of armed security and what the
25 police department can offer those districts to

1 compliment the package that they already have.

2 I will also say that Nassau County has
3 already taken steps in the Rave app which
4 actually has been offered to each and every
5 school district that Rave app reduces the
6 response time by the Nassau County Police
7 Department approximately in half. If there were
8 an active shooter situation it bypasses the 911
9 operator to get the signal directly to the
10 dispatcher so that you're eliminating the middle
11 man. So our response time, which is typically
12 about 5 minutes, is automatically cut in half. By
13 about 2 and ½, by getting cars on the road
14 faster.

15 The other component to the Rave app is
16 that not only do you get the signal faster but
17 for those who subscribe to the system, and Pat
18 Ryder would be able to tell you this himself,
19 typically he's here but as you may have heard
20 there's another event going on about 10 miles
21 east of here with the president coming into town,
22 So obviously that takes priority, it allows the
23 police department to access the internal security
24 cameras at whatever building their responding to.
25 So not only do they get the signal faster, but

1 the responding police officers can see in real
2 time using that building's own cameras what's
3 taking place inside the building to plan a more
4 effective response.

5 In addition, there 177 patrol cars on
6 posts, patrol cars that are out 24 hours per day.
7 The police commissioner has already ordered that
8 each of those 177 patrol cars make a visit to a
9 school building every day to speak with the
10 administrator of that school and do a walk of the
11 building. What that does is at least familiarizes
12 the police officers on that post with that school
13 building, with the administrators in the building
14 and introduce themselves as a resource, so that
15 they can begin to build a relationship.

16 But much more needs to be done, I
17 completely agree with you and we're promise that
18 we're going to work together to try and find an
19 effective solution. But unfortunately it's not a
20 quick one.

21 LEGISLATOR NICOLELLO: Alright, we'll
22 move on. What we're going to do is extend the
23 public comment until 2:00. That was a very
24 informative response by Legislator Rhoads and all
25 of us would like to respond, especially when our

1 constituents come up, but let's let the people
2 get their time to speak so we can get to as many
3 people through this as possible. Next speaker is
4 Pete Gaffney.

5 PETE GAFFNEY: Good afternoon. My name
6 is Pete Gaffney. I reside in Westbury, Carle
7 Place school district area and just good
8 afternoon to everyone.

9 What I want to say first is thank you for
10 repaving a one block stretch from Glen Cove Road
11 to Jamaica Boulevard. It makes a big difference.
12 Now we just have to work on the other five area-
13 blocks area on Westbury Avenue just to help out
14 business community.

15 With that being said, what's happening
16 right now with the third rail project that's
17 going on, we're actually going to have a
18 community meeting- our civic association is
19 having a community meeting tonight. So, if
20 anybody is interested and see what kind of crazy
21 changes that they're doing without telling Nassau
22 County residents- I know everybody is busy but
23 please if you'd like to come it's going to be at
24 7:30 at Carle Place High School.

25 Next thing I want to talk about is just

1 public safety, two roads in particular. Glen Cove
2 Road and also Old Country Road, in the retail
3 business community section. On Glen Cove Road it
4 was resurfaced, completely redone, approximately
5 two or three years ago. I was corrected. I said
6 that it was two years ago. There's over 50
7 surface transverse cracks that are on the roadway
8 already. It's already starting to deteriorate.
9 The phrase "see something, say something" I'm
10 going to tell everybody I'd like to get that
11 changed. I'd like to say, "see something do
12 something." So I put a call into public works to
13 see if they would go in and re-patch the road,
14 just because we're already starting to see cracks
15 in the roadway where they're creating pot holes.
16 There's over 50 of them there.

17 Secondly, Old Country Road, it's a mess,
18 you know? By the way, I know about six weeks ago,
19 our County Executive asked for a detailed listing
20 of all our roads. I wonder how that's going. I
21 haven't heard anything yet.

22 But anyway, just getting back to Old
23 Country Road, it's a mess. You know, people don't
24 want to come there. The traffic is ridiculous,
25 the road is in absolute bad shape and what's

1 happening is that's going to affect that whole
2 business community from Roosevelt Field, all the
3 way down to the old Fortunoff Mall, which that
4 whole little area is getting redeveloped. There's
5 going to be an additional approximately about
6 400,000 square feet of retail space put in there.
7 Well, I mean, these businesses are not going to
8 attract customers if they can't drive there and
9 get there. So, something needs to be done and we
10 need your help to get that taken care of.

11 And by the way, did you know there's not
12 one "no U-turn signs" on Old Country Road? That's
13 ridiculous. There needs to be something done to
14 just reduce traffic mitigation. Thank you.

15 LEGISLATOR NICOLELLO: Thank you Mr.
16 Gaffney. Robert Robalsky.

17 ROBERT ROBALSKY: Alright, good
18 afternoon. Of the three fees that appear on red
19 light camera tickets issued in Nassau County, I'm
20 not questioning a \$50 fee that applies to the
21 vehicle's owner as identified by the license
22 plate. The driver responsibility and public
23 safety fees, however, are specifically referred
24 to the actions of the driver of the vehicle at
25 the time of the infraction. Apparently, the owner

1 is assumed to have been the driver. But there's
2 absolutely no evidence in a red-light camera
3 video that identifies the owner as the driver.
4 Both may or may not be the same person.

5 Nevertheless, the two added fees are
6 imposed upon the owner. Unjustifiably I believe,
7 considering that most vehicles have multiple
8 drivers with legitimate access to them. Nassau
9 County offers no proof or evidence that the owner
10 and driver were the same person by any legal
11 standard. Not by a preponderance of or any
12 available evidence and certainly no beyond a
13 reasonable doubt.

14 Most tellingly, however, I believe the
15 ticket itself indicates that no points are added
16 to a driver's license for red-light camera
17 violations. Not because of the beneficence of
18 Nassau County, but rather because the driver is
19 not known. This would not be the case of course
20 when an infraction ticketed at the scene by a
21 police officer, the driver then being identified.
22 The ticket on the one hand acknowledges that the
23 driver is not known by not adding points to their
24 license, but then in self-contradiction, imposes
25 a monetary penalty to that same driver's actions

1 and to a separate party at that, the owner.
2 Unsubstantiated liability by proxy, how is that
3 justice? A red-light camera video provides only
4 limited evidence and liability. The \$50 fine
5 covers that. The added two fees specifically
6 relate to the actions of an unidentified party.
7 Those fees therefore are improper and
8 unsupportable when blindly assigned to the
9 vehicle's owner in the ticketing process.

10 Further, these fees require full payment
11 as indicated with no right to challenge the fees
12 on an individual basis. Yet may not even apply to
13 the vehicle's owner, the ticketed party
14 nonetheless.

15 While Nassau County has the power to
16 adopt and amend local laws relative to fixing,
17 collecting, and imposing fees, should this be
18 allowed to supersede constitutional guarantees or
19 common sense? And can one party legitimately be
20 held liable for infractions committed by someone
21 else? The county attempts to fill its coffers by
22 trampling on the rights of its citizens and has
23 chosen to completely disregard the need for
24 evidence when assigning liability here. That's
25 tyrannical, and it demands remediation. Thank

1 you.

2 LEGISLATOR NICOLELLO: Thank you Mr.
3 Robalsky. Joanne Borden. Thank you.

4 ROBERT ROBALKSY: Excuse me?

5 LEGISLATOR NICOLELLO: Just thank you.
6 The next speaker is Joanne Borden.

7 JOANNE BORDEN: Good afternoon. I'm here
8 today, once again to ask you for transgender
9 human rights. I'm not asking you to believe the
10 scholars and scientists that say we are born
11 transgender. I'm not asking you to believe that
12 God created us this way. I'm not asking you to
13 believe that we do not have the power to alter
14 His will. I'm not asking you to believe our brain
15 carries the sex that can vary from our physical
16 appearance. I'm not asking you to give
17 transgender people special treatment.

18 I am asking you to give us a law that
19 protects us from harmful discrimination. Protects
20 from being fired from our job, evicted from our
21 apartment, refused service in restaurants for no
22 other reason than we are transgender people.

23 Theodore Roosevelt implied that all men
24 should be treated equally when he said that no
25 man is above the law and no man beneath it.

1 Abraham Lincoln, the first Republican president,
2 said this nation was dedicated to the proposition
3 that all men are created equal. Thomas Jefferson
4 said every human being born on this continent has
5 a right to equal, indeed, identical treatment in
6 the machine of the law. If you think those are
7 two old, Ronald Reagan said, "A legislator's
8 first duty is to protect the people, not run
9 their lives."

10 So, I am simply asking you to perform
11 your duty and protect us from harmful
12 discrimination like you do for everyone else. My
13 message is not complicated, in fact it is quite
14 simple. By merely adding the definition of the
15 word gender to our law, you will add us to that
16 law. You will be giving us no more, but no less
17 than everyone else has in Nassau County. So, in
18 conclusion, I ask you to pass a transgender human
19 rights law now. Thank you for listening.

20 LEGISLATOR NICOLELLO: Thank you Joanne.
21 Judy Sanford Guise.

22 JUDY SANFORD GUISE: Hi. I didn't expect
23 to be called so early. I'm Judy Sanford Guise and
24 I live in North Valley Stream and I live on the
25 N1 Route. I know that you are going to be

1 discussing at some point today what may be
2 request for not adding funding but facilitating
3 additional funding. And I would suggest that
4 before any additional funding would ever be
5 considered that the not-nice bus company,
6 otherwise known as Nice run by Transdev, be
7 expected to provide services that are close to
8 minimal expectation of what should be a public
9 mass transit system. My secret hope is if that
10 you all would require them to provide minimal
11 service they would go away. Because to me this is
12 a company that any regular fare rider would say
13 to you, if they could afford to be here, that
14 this company is eager to provide the least
15 service possible for the greatest profit. And
16 that does not mean serving us.

17 I know that supposedly there is an
18 oversight committee. I don't know who is on the
19 oversight committee. I'd like to know, you know,
20 who they are and how they oversight and whether
21 when they meet do they use the not-nice bus
22 system to get there.

23 Some examples would be, as I said I live
24 on the N1. The N1 doesn't seem to care about
25 whether anyone can work in New York City or not

1 or get there on time. The first bus that works
2 Monday through Friday is supposed to start at
3 7:25. That's not enough time to get anybody to
4 the Long Island Railroad in Valley Stream in
5 order to catch a train that will get anybody into
6 New York City early enough to make it to work at
7 the usual 9:00. The 7:25 is the earliest, it
8 doesn't connect with the Long Island Railroad. It
9 may get there at 7:46. The last train from Valley
10 Stream that could get to Manhattan in time leaves
11 at 7:43.

12 Unless you take a cab, and it seems to me
13 that the- someone says a joke, "the only people
14 benefitting from this bus company is All Island
15 cab and I thought that was so silly until people
16 kept saying it. And then I realized all Long
17 Island- well, I guess at this question: Is the
18 chair of the taxi and limousine commission still
19 the owner of All Island Taxi? Because that might
20 relate to certain other problems we have.

21 I have some- after my time, well I'm
22 willing to answer my suggestion as to what you
23 can do. We can service- imagine trying to get
24 somewhere and you only have a bus that runs every
25 90 minutes, but it's running late so you could be

1 waiting for an hour for a bus and then find out
2 it's going in the opposite direction and you have
3 a 50 minute wait for it to come back so you can
4 get somewhere. So, it's not unusual to go Green
5 Acres to spend your money and increase the
6 revenue of Nassau County and spend three hours
7 waiting for a 20 minute bus ride home. People
8 should not have to live that way.

9 LEGISLATOR NICOLELLO: Thank you Ms.
10 Guise. If you had recommendations or anything
11 like that we'll be happy to accept them as well.

12 JUDY SANFORD GUISE: Yeah, they're not
13 written they're all verbal.

14 LEGISLATOR NICOLELLO: Next speaker is
15 Shelly Goldman.

16 SHELLY GOLDMAN: Hello. Thank you for
17 allowing me to speak today. I am here to speak on
18 the issue of plastic pollution and more
19 specifically, single-use plastic bag laws that we
20 would like to see enacted.

21 I am here today as a resident of Nassau
22 County. I live in Merrick. I am here to ask you
23 to consider and pass a bill that will have a huge
24 impact on our environment and save money at the
25 same time. I am here because I know it is the

1 right thing to do. I am here because I care and
2 because I know it works. A bill that discourages
3 wasteful, harmful single-use plastic bags and at
4 the same time encourages reusable bags. How can
5 that be bad?

6 We know it's working here in Long Beach
7 and in Seacliff. We know it is working in Suffolk
8 County. It is working in California and in Santa
9 Fe, New Mexico where I have a second home. We
10 cannot wait for our legislators in Albany to pass
11 a bill. We have to do it now. Every day we delay,
12 more plastic ends up in our waters harming our
13 wildlife and as litter in our parks and along
14 roadways.

15 Need I also mention the excessive cost of
16 disposal. This is not a plot by retailers to make
17 more money as I read one commenter in Newsday
18 stated. I thought it was kind of funny. This is
19 coming from individuals like myself who have
20 educated themselves and understand that we must
21 act. And we can. It is a simple act to change our
22 current culture of waste and to make a huge
23 difference in our communities. Thank you.

24 LEGISLATOR NICOLELLO: Thank you Ms.
25 Goldman. Maria Bard.

1 MARIA BARD: Thank you. Good afternoon
2 to all. I have lived in Baldwin for more than 40
3 years and I work as a scientist a SUNY Medical
4 Center for almost my entire life. Now I am
5 retired. I am here today to support a proposal
6 legislation that will require many a store to
7 charge five cents for disposal of plastic bags.
8 Introduced by my legislator Mule and I would like
9 to take this opportunity to stand here in person.

10 We have plenty of articles published by
11 the scientific community demonstrating that sea
12 birds, marine mammals, sea turtles, can
13 accidentally eat plastic hard garbage with
14 devastating consequences. There is also growing
15 evidence of microplastic. This is mini particles
16 of greater plastic being eaten by important
17 species at the bottom of the food chains
18 including sea food species such as muscles.

19 Nowadays many countries have banned or
20 put a tax on the use of plastic bags. Just to say
21 a few: England, Italy, Germany, Denmark, Ireland,
22 China, Cambodia, etcetera. I'm not going to read
23 all of them because that information can be
24 found.

25 We, the scientific community, I consider

1 myself to be there, are devoted to improve at
2 different levels the well-being of nature. Human
3 life depends on keeping our oceans clean. The
4 oceans are crowded with an amazing rate of
5 potential food sources. Each plant and animal
6 play its own role in sustaining the world's
7 largest ecosystem. We have an obligation as a
8 society to stop the plastic contamination of the
9 seas. If we want to survive as a species on our
10 planet, it is important to switch to reusable
11 bags making it impossible for any plastic or
12 single-use checkout bag to end up contaminating
13 our ecosystem. Thank you.

14 LEGISLATOR NICOLELLO: Thank you Ms.
15 Bard. Jordan Christiansen.

16 JORDAN CHRISTIANSEN: Hi, I'm Jordan
17 Christiansen. I'm with Citizens Campaign for the
18 Environment. Thank you for the opportunity to
19 speak today. I am on the same topic as the
20 previous two speakers. So, we're here to support
21 the bring-your-own-bag bill, the five cents fee
22 on plastic and paper bags, and what we're really
23 here to do is urge you to stop stalling the bill
24 and let it have a public hearing and let it have
25 a vote. We've seen this bill be successful in

1 Suffolk County. I'm going to be giving you some
2 survey results of a survey we did around Earth
3 Day. And the results are huge. We're seeing
4 plastic bag use go from 70 percent to 30 percent.
5 We are seeing reusable bag use up to 43 percent
6 from 5 percent. We're seeing this lobby
7 successful in Long Beach and Seacliff and all
8 over the country. And more and more we're just
9 seeing people really interested in this topic.

10 What we don't want to do is be, you know,
11 playing a game of hide and seek with a critical
12 piece of legislation. People care about this,
13 they understand that plastic pollution is a huge
14 issue. If we don't do anything by 2050 we're
15 going to have more plastic in our oceans than
16 fish.

17 At here in Long Island, we rely on the
18 health of our waterways, we rely on our
19 fisheries, we rely on the tourism and recreation
20 from the estuaries in our bays. And all of those
21 things are in perils and we can't just be sitting
22 and stalling and sitting in our hands. What we
23 need to be doing is at the very least having a
24 public discussion. This is a democracy. We
25 shouldn't let these things die in the dark. And

1 we're not asking you to universally support it.
2 We're not asking you to have absolutely no
3 concerns about it. What we really want to do is
4 just have a conversation about it because we know
5 that this is on the minds of a lot of your
6 constituents. It's on the minds of, you know, not
7 only Nassau County residents, but residents all
8 over the state. And the conversation is happening
9 everywhere else and we need it start happening
10 here.

11 So, again, just urging you guys to have a
12 public hearing and vote on this. And we would
13 love to discuss it with you more. But if we're a
14 democracy we should be allowed to talk about an
15 issue and be allowed to talk about it on the
16 record. Thanks.

17
18 LEGISLATOR NICOLELLO: Thank you Ms.
19 Christiansen. Elizabeth MacLeod.

20 ELIZABETH MACLEOD: Good afternoon. My
21 name is Elizabeth MacLeod. I'm from Long Beach,
22 New York and in support of the passing of the
23 single-use plastic fee bill. I'm a volunteer with
24 the Surfrider organization, central Long Island
25 chapter, a student at Columbia University, and a

1 lifelong environmental advocate and activist.

2 It is time for Nassau County to take a
3 stand in minimizing single-use bags. Similar
4 bills have been successful in Long Beach,
5 Seacliff, Suffolk County in reducing waste and
6 single-use plastic bags, increasing awareness in
7 the community. A study San Jose, California, a
8 2011 ban instituted there has led to plastic
9 litter reduction of approximately 89 percent in
10 the storm drain system, 60 percent in creeks and
11 rivers and 59 percent in streets and
12 neighborhoods.

13 A plastic bag tax was also implemented in
14 Ireland in 2002 and has reportedly led to a 95
15 percent reduction in their litter from plastic
16 bags.

17 The majority of single-use plastic bags
18 are made from polypropylene, a material that is
19 made from petroleum natural gas. Continuing to
20 use these non-renewable resources to make plastic
21 bags is short-sighted. Using our fossil fuel
22 endowment to make something that has a life span
23 of approximately 12 minutes and pollutes
24 indefinitely is illogical, particularly when
25 there is a ready and simple alternative- the

1 reusable bag.

2 Plastic bags and their associated plastic
3 pieces are often mistaken for food by animals,
4 birds, and marine life like fish and sea turtles.
5 The consumed plastic then congests the digestive
6 tracts in these animals and can lead to health
7 issues such as infections and in death by
8 suffocation. Animals can also easily be entangled
9 in this plastic. These plastic fragments in the
10 ocean such as those plastic bags can absorb
11 pollutants. When marine organisms consume
12 plastics in our oceans these chemicals can make
13 their way through the ocean's food web and
14 ultimately into humans who eat fish and other
15 marine organisms.

16 I believe that Nassau County is ready to
17 rise above the single-use plastics to protect our
18 waterways and beautiful coasts to combat this
19 area's human health issues that single-use
20 plastics expose, to end the death and injury of
21 marine life, and to stop wasting precious
22 resources. Thank you for your time and let's be a
23 part of the change to improve the environment for
24 our future generations. Thank you.

25

1 LEGISLATOR NICOLELLO: Thank you Ms.
2 MacCleod. Leslie Raynor.

3 LESLIE RAYNOR: Good afternoon. My name
4 is Leslie Raynor. I'm from Glen Head, New York
5 and I'm here representing two environmental
6 advocacy groups, All Our Energy and the Coalition
7 to Save Hempstead Harbor. I'm here also to speak
8 in support of the fee on single-use bags. As many
9 have said, this fee has gone into effect not only
10 in parts of Long Island very successfully, parts
11 of the USA, but many countries all over the
12 world. In Scotland, the Scottish Parliament
13 passed a similar law in October 2014 and within
14 one year the number of plastic bags given out had
15 been slashed by 80 percent.

16 Anybody who reads the news or social
17 media, or magazines knows that right now plastic
18 pollution is really gaining momentum. The issue
19 is on everybody's minds. And this kind of a
20 proposal is almost low hanging fruit. There are
21 so many things we don't know how to solve.
22 Styrofoam is an issue, plastic cutlery, take-out
23 containers are all more complicated. But this is
24 a way we can have a big impact in a relatively
25 easy manner.

1 It's easier for the merchants. They don't
2 have to purchase bags, they don't have to store
3 bags, and in the meantime those bags will not be
4 produced which causes more pollution using fossil
5 fuels, transporting them using more fossil fuels.
6 So, I urge you to put this bill up for a vote and
7 allow more public comment on it. Thank you.

8 LEGISLATOR NICOLELLO: Thank you Ms.
9 Raynor. Susan Brockman.

10 SUSAN BROCKMAN: Good afternoon. My name
11 is Susan Brockman. I live in Lynbrook, New York
12 and I too am here to speak on the issue of
13 single-use plastic. I want to share with you a
14 visual. I don't know if you've seen the latest
15 issue of National Geographic Magazine, it's a
16 pretty frightening, horrifying image, but as Ms.
17 Raynor just pointed out, it brings to our
18 attention it is an issue that is on everyone's
19 minds. It's in many publications that you can
20 access and I've been speaking with some of the
21 legislators about this issue recently. And I
22 understand that many of you are concerned- you
23 understand that pollution is bad. I think we can
24 all agree on that. You think something should be
25 done, that is something you would all agree with.

1 But I get the sense that there is some concern
2 that there might be push back and some loud
3 grumbling from your constituents that this is
4 something that feels like attacks.

5 We want to be really clear about the
6 legislation that Debra Mule has proposed. It's a
7 fee, it is a fee that is has kept by the store
8 owner. So, we can easily tell folks it's not a
9 tax. It's not something that's going to your
10 coffers of the government.

11 But more importantly I want you to know
12 there are a couple of excellent surveys in Long
13 Island Business News poll on May 16th, a poll of
14 250 respondents, 62 percent of the respondents
15 said that they agree there should be a ban or a
16 fee on plastic bags.

17 And also there is an online poll- an
18 ongoing online poll that is Nassau County
19 Suggestion Box. I don't know if you've ever heard
20 of it. It's a great way to see what folks are
21 thinking about and currently there are over 1,300
22 responses there to the question, "Would you
23 support Nassau County placing a five cent fee on
24 plastic bags?" 51 percent of respondents said
25 yes, they would support that.

1 Again, I know your concern is what your
2 constituents would be comfortable with, and I
3 think you can see from these numbers that there
4 is support.

5 I also have something from- a quote from
6 a merchant, which I think might be helpful to
7 you. Joseph Brown, who is Senior Vice President
8 and Chief Merchandising Officer at King Kullen,
9 said, "We run reports showing how many plastic
10 bags have been shipped to the stores compared to
11 how many were shipped prior to the new bag fee on
12 paper and plastic in Suffolk County. The bill has
13 worked extremely well in reducing bag usage. We
14 have experienced a 75 percent decline. The
15 Suffolk bill should be a model for this state as
16 opposed to the bill recently announced in Albany.
17 A plastic ban without a fee for paper is not
18 nearly as effective as the Suffolk bill."

19 So, I hope as other speakers have said
20 that you'll allow this topic to come for further
21 conversation where there is a number of us who
22 are really happy to share more data, more
23 surveys, more information with you so that you
24 can be comfortable with your decision. Thank you.

25 LEGISLATOR NICOLELLO: Thank you Ms.

1 Brockman. Next speaker is Jay Peltz.

2 JAY PETLZ: Thank you for the opportunity
3 to speak today. My name is Jay Peltz and I'm the
4 general counsel and Senior Vice President of
5 government relations with the Food Industry
6 Alliance of New York. The Food Industry Alliance
7 does government relations on behalf of grocery,
8 drug and convenient stores throughout the state.

9 We support legislation introduced by
10 Legislator Mule, which would require a minimum
11 five cent fee on distribution of plastic and
12 paper bags. Thank you, Legislator Mule, for your
13 thoughtful leadership on this issue. Modeled on a
14 similar Suffolk County Law which went into effect
15 on January 1 of this year, the Suffolk County law
16 has worked very well. To date plastic bag
17 distribution is down over 70 percent in the
18 county. Paper bag distribution is down as well.
19 It is very important. Paper is worse for the
20 environment than plastic. Often with a plastic
21 bag ban, you get the unintended consequence of a
22 surge in paper bag use. That is not happening in
23 Suffolk. Paper bag use is way down. Reusable bag
24 use is way up. And very importantly, the law
25 being implemented collaboratively by

1 representatives of environmental groups,
2 organized labor, the retail food industry, the
3 county Legislature and county health department
4 all serve together on a plastic bag working group
5 that assists in education and outreach effort as
6 well as assessing the impacts of the law. With
7 that kind of collaboration between the public and
8 private sectors you can't go wrong.

9 So, we look forward to working with
10 government stakeholders on moving this
11 legislation along and we'd be happy to answer any
12 questions you might have. Thank you for your
13 time.

14
15 LEGISLATOR NICOLELLO: Thank you Mr.
16 Peltz. Joanne Moore.

17 JOANNE MOORE: Joanne Moore and I am
18 from Long Beach. I am a volunteer with All Our
19 Energy, which is a non-profit 501k, 3
20 organization. Our specialty is community outreach
21 for the environment. We were responsible for the
22 law which passed in Long Beach last year and also
23 for work with Seacliff to pass their law this
24 year.

25 As a resident of Long Beach, I have

1 noticed there is less plastic bags laying around.
2 I spoke with Russ Greene a couple months after it
3 was passed last year. He was the manager of Stop
4 and Shop. He told me- informally he told me they
5 were down 75 percent. I've spoken with the person
6 in a CVS store in Long Beach who is behind the
7 pharmacy counter when I was picking up medication
8 and she told me they hardly use any plastic bags
9 anymore in that section of the store.

10 I'm really hopeful that the Nassau County
11 Legislature will act on some bill to reduce
12 plastic bag usage in Nassau County. I know you
13 might say I or my spouse, we bring our own
14 reusable bag or I reuse my own plastic bags.
15 Anyway, what I tell people who say that to me is
16 we wouldn't need to be here if everybody did
17 that. Too many people do not do that. You may say
18 I don't want to tell others what to do or I don't
19 want to tell merchants to charge for a previously
20 free bag. I tell you that people will not change
21 their habits unless you take action.

22 And, of course we all know what the
23 hidden costs of free bags are. Sorry my voice is
24 shaking. You know, just the charge for the free
25 plastic bag, the hidden costs include plastic bag

1 clean up, clearing up blocked sewer drains,
2 result in flooding. The cost of reducing the
3 single-use plastic bags from fossil fuels are in
4 case paper from trees has huge costs to the
5 environment. It uses a lot of water also. These
6 bags are used for a short time and thrown away. I
7 want to tell you that All Our Energy is very
8 passionate about reducing plastic bags, carry-out
9 bags in general. I want to tell you that there is
10 life after a carry-out bag law is passed. Just
11 ask Suffolk County, just ask Long Beach, just ask
12 Seacliff. Happiness is evidence and happiness
13 quotient has survived in those communities. We
14 will work with you. Thank you.

15 LEGISLATOR NICOLELLO: Thank you Ms.
16 Moore. That will be the last speaker for now. We
17 do have a number of other slips and we will be
18 opening it up to public comment after the full
19 Legislature. But we do have items of business and
20 there are people here for those items that-
21 especially with respect to the Tobacco 21, we
22 have a number of speakers on that issue as well.
23 What I'm going to do first- actually the first
24 three things I'm going to do right now is I'm
25 going to call a consent calendar, which are items

1 that are agreed that went through committee that
2 both sides have agreed can move along that
3 occurred- had that hearing, through committees.
4 There is consent between both sides on these
5 items. I will then call the item with respect to
6 the academy and then the consent, and then the
7 Tobacco 21. So, I'll move this along as quickly
8 as I can.

9 Item 10, ordinance number 41, item 11,
10 ordinance 42, 12, ordinance 43, item 14 ordinance
11 44, item 14 ordinance 45, item 15 ordinance 60.
12 Item 15 is resolution 60. Item 16 is resolution
13 number 61. Item 17 is resolution 62. Item 18 is
14 resolution number 63. Item 19 is resolution 64.
15 Item 20 resolution 65. 21 resolution 66. 22
16 resolution 67. 23 resolution 68. 24 resolution
17 69. Item 40 resolution 85. Item 41 resolution 86.
18 Item 42 resolution 87. Item 43 resolution 88.
19 Item 44 resolution 89. Item 45 resolution 90.
20 Item 46 resolution 91. Item 47 resolution 92.
21 Item 48 resolution 93. Item 49 resolution 94.
22 Item 50 resolution 95. Item 51 resolution 96.
23 Item 52 resolution 97. Item 53 resolution 98.
24 Item 54 resolution 99.

25 Legislator Ford moves those items

1 seconded by Legislator Bynoe that is before the
2 Legislature. Before I make the motion, any
3 discussion or public comment all in favor signify
4 by saying aye. Aye.

5 (Aye.)

6 All those opposed?

7 (No verbal response.)

8 The consent items pass unanimously.

9 I am now going to jump to item 9
10 ordinance 40. Before I even call that I'm going
11 to call that Legislator Schaefer is recusing
12 herself, she is leaving the chamber as I speak.
13 She will not be voting on this item- will not
14 participate in the debate or discussion.

15 Item 9 ordinance number 40 is an
16 ordinance pursuant making certain determinations
17 pursuant to the State Environmental Quality
18 Review Act in authorizing the County Executive to
19 execute an amendment to consent to an assignment
20 of a lease between the county of Nassau as
21 landlord and Belzona Molecular Inc. as tenant on
22 the premises located at 100 Charles Lindbergh
23 Boulevard.

24 Do we have a motion? Move by Legislator
25 Walker, seconded by Legislator Mule. That is

1 before the Legislature. Do we have a presentation
2 on that, correct? I just want to say few-

3 NICK SERANDIS: Nick Serandis, Deputy
4 County Attorney. This matter concerns the
5 assignment of a lease which the county has in the
6 Uniondale School District. It is proposed that
7 the lease be assigned by the current tenant to
8 the Academy Charter School for us as a charter
9 school within the confines of the Uniondale
10 School District under the terms that the original
11 lease with the county dating back to the 1980's,
12 the lease cannot be assigned to an entity that
13 may become tax exempt. Which the Academy Charter
14 School would be tax exempt. Therefore, we will
15 have an application to amend that portion of the
16 lease to permit the assignment of the underlying
17 lease to the Academy Charter School for use as
18 the charter school and only for that not-for-
19 profit use at this time.

20 In response to some questions that came
21 up at the committee meeting, I did contact the
22 Department of Assessment to indicate that any
23 loss in tax revenue from the reduction from the
24 removal of this property will be primarily
25 affected to other four properties, which is

1 commercial, and they can land within the district
2 with minimal effect upon class one the
3 residential, class two, the condos and coops, as
4 well as class three. But because of the volume of
5 class four property within the Uniondale School
6 District, which include both the remainder of the
7 Mitchell Field leases and other properties, the
8 overall effect on the taxpayers would be not
9 significant. It's about \$380,000 worth of school
10 tax on the site. Will advise that a portion of
11 the premises, about 20 percent, will remain on
12 the tax roll and for a couple of years for use of
13 current tenants who are not not-for-profit
14 tenants. And at that point, so that the- there
15 wouldn't be 100 percent- there will probably only
16 be 80 percent removal of tax. Probably reduce the
17 school tax removal to about \$300,00 other than
18 the \$370,000 that's currently in the district.
19 And it will also provide for us to consent to
20 this assignment as well as the amendment of the
21 lease. The attorney for the charter school is in
22 the chamber if you have any questions-

23 LEGISLATOR ABRAHAMS: Thank you Mr.
24 Serandis. I appreciate you getting back to us. So
25 the public knows, we asked many questions to Mr.

1 Serandis at the committee meeting and I just want
2 to ask if the Chair can incorporate those
3 questions and those responses into this full
4 meeting. But I want to thank you for coming back
5 to us with sufficient answers to our questions.

6 LEGISLATOR NICOLELLO: Okay, do we-
7 anyone else want to speak on this side?

8 Is there anyone here from the Academy
9 Charter School here who would like to speak, or
10 no?

11 LEGISLATOR NICOLELLO: We're good?
12 Alright. Okay.

13 HELEN KALAU: Good afternoon
14 Legislators.

15 KIMANI PONTHER: And thank you for the
16 opportunity to speak to you today.

17 HELEN KALAU: My name is Helen Kalau.

18 KIMANI PONTHER: And my name is Kimani
19 Ponthier.

20 HELEN KALAU: Everyday adults make
21 speeches about our generation. They talk about
22 issues like education and how we use our
23 smartphones. They talk about whether we are going
24 to driverless cars and dependent artificial
25 intelligence. Or whether or not we're going to

1 stay out here on Long Island because of how
2 expensive it is here.

3 KIMANI PONTHER: Our generation is a
4 topic of a lot of discussion amongst adults.

5 HELEN KALAU: Well...

6 KIMANI PONTHER: Here we are.

7 HELEN KALAU: Representatives of that
8 generation.

9 KIMANI PONTHER: We are here to let you
10 know that these representatives are really just
11 focused on one thing.

12 HELEN KALAU: Our education. We are not
13 here to talk about any other school or to compare
14 them to our school. But we know that for us that
15 Academy Charter School has allowed us opportunity
16 to succeed and is preparing us for college. We
17 also believe that other kids like us deserve a
18 chance to be at our school.

19 KIMANI PONTHER: Our parents and
20 teachers know that without an education and an
21 understanding of the world around you, there is
22 no future.

23 HELEN KALAU: That is what the Academy
24 has built. A school that is dedicated to one
25 purpose - educating people like us and those

1 students who are from younger grades.

2 KIMANI PONTHER: The academy does more
3 than teach History, Science, Math, and English.

4 HELEN KALAU: They teach respect. Self-
5 respect. Respect for others and respect for
6 education.

7 KIMANI PONTHER: You see this in
8 classrooms, in the hallways.

9 HELEN KALAU: And in how people talk to
10 each other.

11 KIMANI PONTHER: We have administrators
12 and advisors here this morning who can attest to
13 why building a new school will enable the Academy
14 to reach even more students than just me.

15 HELEN KALAU: Or even me.

16 KIMANI PONTHER: Or the rest of us in
17 this hall. We are here to talk about what this
18 organization and building means to us. This
19 request by our school isn't just about a
20 building, or some paperwork or a contract on your
21 desk.

22 HELEN KALAU: It's about us.

23 KIMANI PONTHER: On behalf of students
24 like us, we ask that you approve our school's
25 request that will continually enable them to

1 create world-class competitive scholars who will
2 learn today, lead tomorrow, and serve in the
3 future.

4 HELEN KALAU: As Academy stars we pledge
5 to be here every day on time.

6 KIMANI PONTHER: We will keep ourselves
7 and others safe.

8 HELEN KALAU: We will strive to have a
9 positive attitude.

10 KIMANI PONTHER: We will always try to
11 do and be our best.

12 HELEN KALAU: We respect ourselves and
13 others.

14 KIMANI PONTHER: We will accept
15 responsibility for our actions.

16 HELEN KALAU & KIMANI PONTHER: Today we
17 will learn, tomorrow we will lead and serve.
18 Thank you.

19 LEGISLATOR NICOLELLO: Thank you very
20 much for that very professional presentation.
21 Legislator Bynoe.

22 LEGISLATOR BYNOE: Thank you Presiding
23 Officer. Good afternoon. I feel as though I need
24 to spend a couple of minutes explaining my vote
25 that I will move within a couple of minutes.

1 Young people from the Academy, I want you to know
2 that my vote will not reflect my commitment to
3 you. My vote today will reflect my labor to the
4 public-school system. I am a former public-school
5 board member, and while I respect the fact that
6 we might need alternatives to serve in public-
7 school districts and systems, I do believe that
8 the state government has a responsibility to fund
9 charter schools separate and apart from the
10 public-school operating budget. I believe that
11 the Academy is doing an admirable job in
12 educating you. It's evidence by your presentation
13 today and by my visit to your school to see the
14 environment in which you are able to excel in.

15 Unfortunately, today, based on the fact
16 that I have labored in the effort of public
17 school education, and I feel that the state must
18 find a different way to fund charter schools. I
19 will have to pose my vote as a no. But it is not
20 against you. Thank you.

21 LEGISLATOR NICOLELLO: Thank you
22 Legislator Bynoe. Any other public comment?

23 PATTY HARRIS: Good afternoon. My name
24 is MS. Harris. I am a resident of Uniondale. I
25 commend that the charter school is coming to

1 Uniondale, but there are questions that need to
2 be answered. As far as I know that the charter
3 schools have introduced a lot of the parents who
4 are within the school. But outside of the school,
5 a lot of the residents did not know about it and
6 we were not informed. So, what I would like to do
7 is to ask the people from the charter school to
8 come to a Nostrand Gardens meeting and to sit
9 with the community and ask could they speak to us
10 and let us know more about the school. We're not
11 opposing the change of adding the school to the
12 district because that's parents' choice. But what
13 we are asking is how we are going to merge
14 together because that is taxpayers' money that is
15 being spent.

16 Now the location of the school, this is
17 the first time we're hearing about this. Even our
18 legislators hadn't let us know about it. Or our
19 town has not let us know. There is not enough
20 information coming to the public for Uniondale to
21 know about this. And I know outside districts are
22 welcome to the school.

23 But as far as I'm concerned, I'm here
24 about Uniondale because it's coming out of our
25 taxpaying money. Now I'm all for parents to have

1 a choice. We don't even know exactly what grade,
2 we don't even know exactly what the building is
3 like. We don't even know how they're accepting
4 the students. Because if you're accepting
5 students outside of the public school, everybody
6 should have a chance. We don't even know anything
7 about it. So, I ask the charter school to please
8 contact- they can come get a card from me, so we
9 can talk about the charter school.

10 LEGISLATOR NICOLELLO: Minority Leader
11 Abrahams.

12 LEGISLATOR ABRAHAMS: Ms. Harris? If you
13 don't mind, thank you. A couple things. First, I
14 think your request for the charter school to come
15 meet with you and meet at the (inaudible)
16 Association is completely appropriate and
17 acceptable and they should do so. Second, this
18 body is not overseeing the approval of the
19 charter application.

20 MS. HARRIS: We're not either.

21 LEGISLATOR ABRAHAMS: I'm sorry?

22 MS. HARRIS: We accept that it's going
23 to be in the district because we know it's a done
24 deal anyway. All I'm asking is-

25 LEGISLATOR ABRAHAMS: But if I may-

1 okay.

2 MS. HARRIS: -the lack of the
3 Legislators not letting us know that this was
4 happening. The Legislators, boards, everybody-

5 LEGISLATOR ABRAHAMS: That's what I'm
6 trying to tell you. I'm trying to explain to you
7 the process, if you give me a chance-

8 MS. HARRIS: Go ahead.

9 LEGISLATOR ABRAHAMS: I'll explain to
10 you the process. This is a State approval. It
11 goes through the State Department of Education.
12 The State Department of Education granted the
13 charter for Academy Charter to establish a
14 charter school in Uniondale. What we are
15 overseeing is there's a property that had a land
16 lease that the county operates, that the school
17 wants to occupy the property. Not the approval of
18 the charter, not the approval of the lottery
19 system to select students. That is all done by
20 the State Department of Education.

21 Now to be fair to the charter school,
22 this was all very well publicized. It was in
23 Newsday, I saw it in October. The application
24 went in earlier last year. This has been well-
25 known, based on my conversations with Uniondale

1 school district people, they have known about it.

2 MS. HARRIS: That's the school district
3 people. That's not the community.

4 LEGISLATOR ABRAHAMS: But the school
5 district people are represented by the community.
6 The school board is voted in by the community.
7 Are they not?

8 MS. HARRIS: Honestly, the school board
9 is right on that list where they're not letting
10 us know either.

11 LEGISLATOR ABRAHAMS: Okay. So, that
12 being said, this has been all well-publicized
13 throughout Newsday, throughout local periodicals,
14 throughout papers, throughout social media. It's
15 not uncommon nor is it new news that it's coming
16 up now.

17 MS. HARRIS: Okay, let me ask you this.
18 Is it knowledgeable to know where it was supposed
19 to be located? Because as I was to understand,
20 everybody went to the district, the board. I went
21 to Dr. Lloyd, I went to the school board and
22 nobody knew exactly where it was going to be at.

23 LEGISLATOR ABRAHAMS: The exact location
24 was probably determined several months ago. But
25 the exact location to some degree is a moot

1 point. The issue is that it's going to be in the
2 Uniondale School District.

3 MS. HARRIS: We know that. Yeah, we know
4 that.

5 LEGISLATOR ABRAHAMS: So, whether it's
6 on Charles Lindbergh or it's on Uniondale Avenue,
7 as long as they meet the criteria for
8 establishing a Department of Education facility,
9 that the issue doesn't really make a difference
10 of what exactly the location it will be. Unless
11 you find a point of why, that's an irrelevant
12 point.

13 MS. HARRIS: No, no, I know. I just find
14 that it's a lack of communication to the
15 community that lives within Uniondale. That's
16 what I find. I'm all for-

17 LEGISLATOR ABRAHAMS: But Ms. Harris,
18 let me just be clear-

19 MS. HARRIS: -I'm all for the charter
20 school to come-

21 LEGISLATOR ABRAHAMS: But there's no
22 lack of communication because as I said before,
23 this has been well-publicized.

24 MS. HARRIS: Well, let me say this to
25 you. I have been to many, many, many meetings

1 with the school district, the board meetings,
2 everything. They're acting like they're oblivious
3 too. Now, they're acting that way because they
4 did not want to know because they want the money
5 out of our taxes. We understand that. But I
6 believe that when we ask questions to- I'm sure
7 they have asked questions to you- and I was told
8 they asked you. I was told that Dr. Lloyd has
9 spoken to you personally and stated words about
10 the charter school and he said you said nothing.

11 LEGISLATOR ABRAHAMS: I'm sorry, so he
12 said I said nothing?

13 MS. HARRIS: Yes, yes. I spoke- yes, Dr.
14 Lloyd has mentioned that in his meeting at the
15 last school board meeting.

16 LEGISLATOR ABRAHAMS: I'm not even
17 following the question.

18 MS. HARRIS: He states that he didn't
19 know anything about it and he spoke to you about
20 it and he said that you said you knew nothing
21 about it.

22 LEGISLATOR ABRAHAMS: I knew nothing
23 about what?

24 MS. HARRIS: About the charter school
25 coming to Uniondale.

1 LEGISLATOR ABRAHAMS: Of course I knew
2 about the charter school coming to Uniondale.

3 MS. HARRIS: Listen-

4 LEGISLATOR ABRAHAMS: Ms. Harris, we are
5 spinning around in circles. The charter school,
6 it's been publicized in *Newsday*. *Newsday*
7 publicized that the charter school was coming to
8 Uniondale back in October. This has been well-
9 known since early 2017. Now, if folks didn't see
10 those articles in the newspaper, okay that's
11 fair, maybe not everybody reads *Newsday*. But it's
12 been in social media, it's been talked about,
13 it's been everywhere. So, so I think, I think
14 everybody knew that the charter school was
15 coming. I mean there's no way that the Department
16 of Education could approve the application and
17 then suddenly the school miraculously appears in
18 fall of 2018. This goes through a process.
19 There's a very lengthy process that it goes
20 through. So-

21 MS. HARRIS: Well, honestly. Most of the
22 community- most of the people that I spoke to in
23 Uniondale's community stated that they just found
24 out within a year. Within a year. And-

25 LEGISLATOR ABRAHAMS: But you just said

1 people don't know about communication. You said
2 people didn't know.

3 MS. HARRIS: No, we found out when we
4 asked questions and they kept saying, "No,
5 there's nothing coming here." Now since the
6 school bond has passed and since the budget has
7 not passed they have been talking about it now
8 because they're stating all this money is coming
9 out of there.

10 LEGISLATOR ABRAHAMS: Okay.

11 MS. HARRIS: All we're asking for is the
12 charter school to come and sit down with Nostrand
13 Gardens and have a community forum.

14 LEGISLATOR ABRAHAMS: That's a great
15 idea.

16 MS. HARRIS: We're welcoming the school.
17 We are. We're welcoming it, because that's a good
18 choice to have another chance.

19 LEGISLATOR ABRAHAMS: That's a great
20 idea. Absolutely. That's a great idea. So the
21 folks in the charter school, Mr. Weinhardt is
22 nodding his head. I suggest maybe right after you
23 get the opportunity to speak, meet Mr. Norton as
24 well as folks from the Academy Charter School. I
25 think that's a great idea.

1 MS. HARRIS: Can I ask how many students
2 are going to be in the school to start off with?

3 LEGISLATOR ABRAHAMS: Ms. Harris you're
4 asking questions that this body has no
5 responsibility nor do we have any control over.
6 Those are questions that should have been posed
7 to the New York State Department of Education. Or
8 quite frankly, to your state representatives that
9 represent you as it pertains to the State
10 Department of Education. These issues and those
11 concerns, they've all been vetted, and all those
12 concerns have already been established. So, I
13 think the more appropriate time to have done that
14 was when those applications came up before that
15 body. This body does not oversee the lottery
16 system, the charter school approvals, nothing of
17 that magnitude. This body is considering that
18 land lease that is controlled by the county and
19 whether or not to go forward with it. That's it.
20 Whether that land lease was going to go to a gas
21 station or a charter school, we would do the same
22 consideration. But I think your questions are
23 more directed at this time to the Academy Charter
24 school, rather than directing them to this body.

25 MS. HARRIS: Okay. This building that is

1 up for lease, what was it before?

2 LEGISLATOR ABRAHAMS: It was, I believe
3 it's a building that had a lab corp companies in
4 it.

5 MS. HARRIS: Okay, thank you.

6 LEGISLATOR ABRAHAMS: You're welcome.
7 Ms. Harris? You want to meet with those folks?
8 They're right there.

9 LEGISLATOR NICOLELLO: Okay, I take it-
10 Ms. Mereday? You have a comment?

11 META MEREDAY: I sure do. Meta Mereday,
12 Baldwin Resident. My concern following the
13 presentation has to do with the fiscal impact
14 considering that is in an area that is under a
15 lot of scrutiny. I do commend Legislator Bynoe
16 for sharing with the public because too much
17 seems to be happening in the county behind the
18 scenes and it gets a little interesting when you
19 have to either read about what is going on in the
20 county through Newsday or find out who's been
21 arrested in the county through Newsday. But we
22 need to get a better handle on how the
23 Legislators who are elected are representing and
24 communicating to the residents. I didn't elect
25 the writers, the editors the journalists that

1 work for Newsday. The taxpayers who are leaving
2 this county in droves elected all of you. So, if
3 we don't hear from you, directly from you, if
4 you're not attending our community meetings and
5 you're not interacting with us at a regular
6 basis, please don't wonder why you do not get re-
7 elected. As been evidenced across the country,
8 and don't think that Long Island is isolated in
9 that mindset.

10 During the presentation it was referenced
11 that 20 percent of the land I guess would remain
12 on the tax rolls for potentially profit based
13 entities. Who would be responsible for doing that
14 outreach? Because again, this is what I've also
15 heard, and I hear quite well, even though I'm
16 going through expansive pain in my back which was
17 definitely exacerbated today trying to come over
18 here and I hit what must have been a crater on
19 Meadow Avenue near Washington Street, that shot
20 pain all through my 911 responder, spinal
21 degeneration body here, what is the fiscal
22 impact? How are we going to get resources that
23 can benefit our veterans who are leaving in
24 droves? Our seniors who are living in fear? Our
25 young people who can't get jobs during the course

1 of the day?

2 And I- since for the record, and I'm
3 taking nothing away from charter schools, private
4 schools or whatever. I stand here proudly as a
5 graduate of the Roosevelt School District public
6 schools. If we also support charter schools we
7 need to give as much emphasis and as much support
8 to our public schools since our school taxes are
9 over two-thirds of the taxes that the second
10 highest property tax payers in the country, those
11 of us in Nassau County have to pay.

12 So, I think, and again, we need to start
13 stepping back and looking at all these deals that
14 we're cutting.

15 That we're always saying, "This is a one-time
16 operation," because it doesn't seem to be a one-
17 time operation when someone else in this county
18 is arrested for something that has to do with
19 corruption, cronyism, patronage or nepotism.

20 Thank you.

21 LEGISLATOR NICOLELLO: Any other public
22 comment? Hearing none, I'm going to call for a
23 vote on this. All in favor signify by saying aye.
24 Aye.

25 (Aye.)

1 LEGISLATOR NICOLELLO: Okay, Siela?
2 Siela is a nay. Ellen, okay. Alright so, we have
3 Delia and Siela as no's. We have Ellen, Arnie,
4 and Josh as abstentions, and Debra. Okay. So, we
5 have eleven votes for the majority, we have two
6 votes in the negative, and have what five? Five
7 votes in the abstentions, right? Did I get that
8 right? Oh, it's four? Okay. I'm sorry. So, we
9 have twelve votes for, two votes against.

10 Okay, let's go back and make sure we have
11 this correct on the record. Okay we have- who's
12 voting yes on the minority side? Okay, that
13 brings us to a total of twelve. We have two no
14 votes, correct? And then we have four
15 abstentions. Okay, thank you very much that item
16 passes.

17 For any of our visitors from the Academy,
18 we invite you to stay and watch our proceedings,
19 but we will not be offended if you felt you
20 needed to get back to your schools.

21 Item 1 is a hearing on a proposed local
22 law. It's a local law to amend a Nassau County
23 administrative code in relation to prohibiting
24 the sale of age restricted products to
25 individuals under the age of 21.

1 Moved by Legislator Drucker, seconded by
2 Legislator Kennedy. That item is before us. I
3 have a number of slips, so what we are going to
4 do is go right to the public comment on this
5 item. Michael Cohen will be the first speaker.

6 MICHAEL COHEN: Thank you very much for
7 the opportunity to speak. I attend here and speak
8 here in three roles, one as a parent, one as a
9 member and president of the Syosset School Board.
10 I am not representing the views of the Syosset
11 School Board in any manner as we have not
12 discussed this matter as a board yet. Obviously,
13 we are here to strip regulations within the
14 schools regarding smoking. But finally, as a
15 physician, as a Vice Chairman of Anesthesiology
16 Cardiothoracic Anesthesia at St. Francis and Good
17 Samaritan Hospital for 32 years now. While you'll
18 be hearing from some pediatricians, pulmonology
19 specialists, and scientists who have very real
20 data on these matters. Probably both medical,
21 scientific lab and social. I can speak as someone
22 who sees every day with my eyes, hands, the
23 ravages of the effects of long-term smoking. I'm
24 not seeing teenagers. I'm seeing 40 year-olds, 50
25 year-olds, 60 year-olds, 70 year-olds. And it is

1 an absolute curse. Nobody should smoke. Whatever
2 genetic predispositions we all have, there is no
3 doubt in my mind, as I'm sure you'll hear later,
4 that cigarette smoking just accelerates it beyond
5 the imagination. When I see, and this is on a
6 personal level, when I see a 15 year-old kid, a
7 13 year-old kid, a 20 year-old kid - a young
8 adult, and particularly women and I think about
9 all the issues relating to breast cancer, now I
10 believe lung cancer is the second leading cause
11 of death amongst women. I wish I could just grab
12 them and bring them up to an ICU or to an open-
13 heart room and- or a vascular surgical room and
14 see what happens because of smoking. People's
15 lives are just turned upside down in the medical
16 sense.

17 And finally, for teenagers, they're
18 making these just incredibly naïve decisions,
19 probably mostly for social pressures, I don't
20 know all the rationale. But if they could only
21 see what life becomes after a thirty or forty-
22 year, fifty-year pack per year history of
23 smoking. When someone literally- we see people in
24 the malls walking around with oxygen cannisters
25 and they barely can breathe, having lung cancer

1 and a piece of your lung chopped out. That's the
2 easy way out. But if becoming an emphysematous or
3 a chronic bronchitic and living for 20 and 30
4 years basically home-bound and bed-bound, that's
5 the ultimate curse of this. And I wish these
6 students, these young people could get a sense of
7 that before they try. I thank you for your time.

8 LEGISLATOR NICOLELLO: Thank you Dr.
9 Cohen. Leonard Krilov.

10 LEONARD KRILOV: Good afternoon and
11 thank you for the opportunity to address the
12 Legislature. As mentioned my name is Leonard
13 Krilov and I guess I am the first of the battery
14 of pediatricians to address you on this topic. I
15 am the Chairman of Pediatrics at the Children's
16 Medical Center at NYU Winthrop Hospital, just
17 across the street. And as a pediatrician and a
18 parent here in Nassau County, I urge you to
19 support this measure raising the age of tobacco
20 purchase to 21 years. The adverse health impact,
21 loss of life, and work ability from smoking in
22 the United States is well documented. This cost
23 is born both by the individual, but also by
24 society from decreased productivity, increased
25 burden and cost to the health care system.

1 The strongest argument in my mind for
2 raising this age of purchase of tobacco products
3 in any form to 21 years of age is the observation
4 that if one does not become addicted to nicotine
5 before the age of 21, they are unlikely to ever
6 become addicted or use nicotine products.

7 Teenagers are uniquely susceptible to the
8 addictive nature of nicotine as their nervous
9 system connections are still developing through
10 adolescence. And the impulsiveness seen in these
11 ages, which has been documented neurologically on
12 medical scans as well as of from obvious
13 observations that those of us who have been
14 through teenage years can attest to, keeps them
15 from appreciating a long-term consequence of any
16 short-term effects or pleasure they may get from
17 trying something as a tobacco product.

18 Additionally, younger teens and children often
19 live in the same household as those in the 18 to
20 21 year-old age range and can be exposed to the
21 dangers of secondhand smoke.

22 Furthermore, younger teens who begin
23 smoking at even younger ages at 12 to 15 years of
24 age, have the highest rates of remaining smokers.
25 And where do they get their cigarettes? Often

1 from the older friend from the 18, 19 year-old
2 who would go purchase it for them.

3 So, I hope with all these observations
4 and the data you will further hear that you will
5 see the wisdom of this legislation and support
6 raising the age for all tobacco products to 21
7 years of age. If we can't abolish them, it's a
8 good start. So, thank you for this opportunity to
9 advocate for this legislation and for your time.

10 LEGISLATOR NICOLELLO: Thank you Dr..
11 Michael Seilback.

12 MICHAEL SEILBACK: Good afternoon. My
13 name is Michael Seilback, and I'm the National
14 Assistant Vice President for State Public Policy
15 for the American Lung Association. As I testified
16 before the committee weeks ago, I am happy to be
17 back here talking about Tobacco 21. We started
18 talking about this issue back in 2014 with
19 Legislator Judy Jacobs passionately discussing
20 this issue in the first hand heart-ache she
21 endured watching her husband Sidney lose his life
22 after many years of smoking. Since that time,
23 Tobacco 21 has made a lot of progress. We've seen
24 five states and Washington D.C. pass the law.
25 We've seen 20 localities in New York State pass

1 the law. We knew that Nassau County could be the
2 21st county passing Tobacco 21 and I know that
3 sometimes all of you guys like using some of
4 those phrases so 21 and 21, I like it.

5 More than 13 million New York State
6 residents are covered by Tobacco 21 laws
7 including some in the villages right here in
8 Nassau. But all of Nassau County residents
9 deserve this protection. You've heard data about
10 preventing those from ever starting to smoke.
11 You've heard data about social sources of tobacco
12 and how youth get them from older friends. We
13 know that especially with the increasing use of
14 e-cigarettes and the use of Juuls, that our youth
15 are using tobacco products at an alarming rate.
16 We've done a great job of reducing tobacco rates
17 and now because of e-cigarettes, we're starting
18 to see that increase. And we are very anxious
19 that this increased use of not only e-cigarettes
20 will also lead, as we are starting to see, to
21 traditional cigarettes as well.

22 A 2015 report from the National Academy
23 of Medicine found that raising the minimum age
24 for the sale of tobacco products to 21 would
25 significantly reduce smoking rates. In fact, it

1 said that it can prevent about 223,000 deaths
2 among people born from 2000 to 2019, including
3 50,000 fewer dying from lung cancer. They found
4 that tobacco use would decrease by 12 percent by
5 the time today's teenagers were adults if the
6 minimum age of sale was increased to 21 years
7 old.

8 The other good thing about this is the
9 public supports it overwhelmingly. A CDC study
10 found that 75 percent of adults, including adult
11 smokers, supported increasing the sales age to
12 21. And just last month a poll here in New York
13 showed that 72 percent of New Yorkers support
14 passing a state law to increase the sale age. And
15 again, that also included smokers.

16 We know that the tobacco industry is
17 going to continue pedaling their deadly products
18 to our youth, and we need all of you to stand up
19 for your youth and prevent another generation of
20 dying from these deadly products. Thanks a lot.

21 LEGISLATOR NICOLELLO: Just one thing in
22 response to- this covers not only tobacco
23 products, but does cover e-cigarettes, vapes,
24 vaping products, Juuls, etc. So, that's covered
25 within this legislation. Robert Lee.

1 ROBERT LEE: Thank you for the
2 opportunity to speak. My name is Robert Lee. I'm
3 both a resident and I work in Nassau County. As a
4 pediatrician, I'm very concerned about the
5 increase in tobacco products use amongst
6 teenagers. It's not just tobacco smoke, we're
7 talking about e-cigarettes, vaping, Juuls- these
8 are more and more of a concern in their schools.
9 And as a pediatrician caring for kids and
10 teenagers it is a concern for me because by
11 raising tobacco to 21 years of age we are able to
12 prevent many of these teenagers from being
13 addicted to nicotine at an earlier age. And what
14 signs tell us is these kids are very susceptible
15 to the effects of nicotine at an earlier age.

16 Furthermore, I am very concerned that
17 cigarette use has tripled in Nassau County since
18 2011. Teenagers begin to smoke between the ages
19 of 12 to 15 and they are usually obtaining these
20 cigarettes from older friends, siblings in
21 school. So, I really want to urge the legislators
22 to really support and vote for tobacco 21. Thank
23 you.

24 LEGISLATOR NICOLELLO: Thank you Dr. Lee.
25 Carol Meschkou.

1 CAROL MESCHKOU: Good afternoon Majority
2 Leader Nicoletto and esteemed Nassau County
3 Legislators. In the wave of reintroduction, I'm
4 Carol Meschkou, Manager for the Tobacco Action
5 Coalition. TAC is one of 25 community grants
6 funded by our New York State Department of
7 Health, Tobacco Control Program. Our fiscal agent
8 is the Lung Association, whom you've heard from a
9 few minutes ago. I had the pleasure to speak
10 earlier at the Rules Committee to Legislator
11 Drucker and his press conference and prior with
12 Judy Jacobs on this topic. As you've had many
13 other speakers, I'm going to stick to a few
14 salient points and I'm just going to randomly
15 read off and I hope we don't cover them.

16 Alarmingly the Surgeon General calls
17 smoking a pediatric epidemic. Traditionally, our
18 impressionable youth is often referred to by the
19 tobacco lobby as replacement smokers.
20 Approximately 96 percent of all smokers began
21 before the age of 21, that's almost case in
22 point. In a statement from the FDA Commissioner,
23 Scott Gottlieb, M.D. on new enforcement actions
24 and the youth tobacco prevention plan to stop
25 youth access of Juuls and other e-cigarettes he

1 said, "Protecting our nation's youth from the
2 dangers of tobacco products is among the most
3 important responsibilities of the USFDA and is an
4 obligation I take personally." Many vape users
5 now intake more nicotine than when using
6 traditional cigarettes as one pod equals a pack
7 of cigarettes which they weren't smoking
8 traditionally. Tobacco companies intentionally
9 market the kids and young adults to recruit
10 replacement smokers and protect company profits.
11 They are known merely as users who are to become
12 the age of 21. Increasing tobacco age to 21 will
13 help counter the effects of the tobacco companies
14 targeting young people at a critical time when
15 many move from experimenting to regular smoking.
16 Tobacco companies place most of their
17 advertisements in stores where 75 percent of
18 teens shop at least once per week. The stores
19 located near schools containing three times the
20 amount of advertisements.

21 A study by the CDC revealed that 50
22 percent more high-school, middle-school youths
23 vape than smoke. Vaping can cause popcorn lung. I
24 apologize for speeding through this. If current
25 trends continue, 5.6 million of today's youth

1 will die prematurely from a smoking related
2 illness. As Michael said, the battle is never
3 over. Just as we started to address traditional
4 smoking we now have this emergence of e-
5 cigarettes and vaping.

6 So, I thank you very, very much for the
7 opportunity to testify on this subject and I know
8 you'll hear much more from our esteemed
9 colleagues. So, thank you.

10 LEGISLATOR NICOLELLO: Thank you Carol.
11 Next is Sarah Henris from Nassau County Region of
12 PTA.

13 SARAH HENRIS: Thank you very much. My
14 name is Sarah Henris and I represent Nassau
15 Region PTA, I live in Bayville. As the largest
16 child advocacy organization in the nation, PTA
17 advocates for programs and legislation that
18 improves the lives of all children. Nassau Region
19 PTA itself represents over 77,000 members and
20 approximately 325 unit PTAs throughout Nassau
21 County. Since 2013 we've been advocating for
22 regulation and legislation protecting youth from
23 the dangers and health hazards of nicotine
24 addiction. Especially as it pertains to
25 electronic nicotine delivery systems, also known

1 as e-cigarettes, Juuls, e-cigars, etcetera.

2 We're very grateful for the opportunity
3 to address the Nassau County Legislature at this
4 meeting on the propose legislation, Tobacco 21.
5 Nassau Region PTA supports legislation that would
6 raise the age prohibiting the sale of tobacco and
7 electronic nicotine delivery systems to
8 individuals under 21. And you heard from far
9 greater resources and professionals on the
10 reasons why.

11 At this time, the Nassau Region PTA would
12 like to inquire about the use of some specific
13 language within the proposal, the electronic
14 aerosol delivery system. The reason that we
15 question the exactness of that language,
16 electronic aerosol, is because the FDA, who has
17 the authority to regulate tobacco products, uses
18 a differing terminology. And as we researched
19 these, as parent volunteers, it's the terminology
20 we learned it to be electronic nicotine delivery
21 systems.

22 In August 2016, in the final rule of the
23 FDA deeming tobacco products to be subject to the
24 Federal Food, Drug, and Cosmetic Act as amended
25 by the Family Smoking Prevention and Tobacco

1 Control Act. The term that they used is ENDS, or
2 electronic nicotine delivery system. Will the use
3 of the language that you're using limit the
4 enforcement of age of sale laws, such as Tobacco
5 21, from effectively preventing youth under 21
6 from obtaining existing or future tobacco and
7 electronic nicotine products? We want to see this
8 to be able to be enforced across the board.

9 LEGISLATOR NICOLELLO: You're raising a
10 good point, a valid point and we'd like to have
11 both minority and majority lawyers take a look at
12 that. It's our intention to move ahead with this
13 today.

14 SARAH HENRIS: Perfect.

15 LEGISLATOR NICOLELLO: And then if we
16 need to amend it down the road we will do so. We
17 appreciate the issue. We can contact the
18 minority, the majority or your individual
19 legislator and we'll get our counsels looking at
20 it.

21 SARAH HENRIS: Okay, thank you so much.

22 LEGISLATOR NICOLELLO: Okay, thank you.

23 Jyoti Agvawal

24 JYOTI AGVAWAL: Hello, my name is Jyoti
25 Agvawal. I've been a resident of Syosset since

1 2009 and I am also the President of the South
2 Grove PTA, one of the elementary schools in
3 Syosset. I speak here today on behalf of myself
4 as a taxpayer in the county as well as a
5 representative of our PTA.

6 This past weekend I met a mom whose kids
7 attend a local Nassau County middle and high
8 school. She stated that her seventh grader's
9 classmates have begun to vape and that her older
10 child in high school is afraid to use the
11 bathroom due to the amount of tobacco usage. This
12 needs to stop. Our children attending public
13 schools have a right to use the bathroom void of
14 tobacco smoke. She also questioned how are these
15 kids getting their hands on these tobacco
16 products.

17 I urge you to increase a minimum legal
18 sales age, MLSA, to purchase tobacco products
19 including electronic nicotine delivery systems
20 or, ENDS, to 21. This is why: Over 3,800 people
21 in the U.S. under the age of 18 try their first
22 cigarette of which over 1,000 become daily
23 smokers and 90 percent of lifetime smokers began
24 before 18 while they're more susceptible to habit
25 formation. Why is this? As you've heard from

1 previous speakers the tobacco industry is
2 directly marketing their products to appeal to
3 our youth by flavoring their e-products,
4 producing them in color enticing kids. Disguising
5 the delivery devices to common USB drives and
6 making them easily concealable. Further, they're
7 designed to emit little to no smoke or odor.

8 It's clearly an epidemic when 600,000
9 middle school students and three million high
10 school students smoke cigarettes. Smoking tobacco
11 remains the single largest cause of preventable
12 disease and death in the U.S.

13 South Grove PTA worked on a resolution
14 that was submitted to New York State PTA. I will
15 submit the resolution in its entirety to be
16 included in the record along with a dozen letters
17 written in support of the Tobacco 21 amendment.
18 PTA works so hard in promoting the health and
19 safety, mental awareness, nutrition and well-
20 being of our children. Increasing the age to
21 purchase tobacco products to 21 is an evidence-
22 based policy intervention known to reduce youth
23 smoking by approximately 50 percent. 90 percent
24 of persons who purchase cigarettes for
25 distribution to minors are under 21. Raising the

1 MLSA to buy cigarettes including ENDS, could
2 potentially eliminate minors' ability to buy from
3 other high school students.

4 The American Academy of Pediatrics, the
5 Surgeon General, and the American Lung
6 Association recognize the benefits of raising the
7 MLSA. Are we really in a position to argue with
8 them? Further, raising the MLSA to 21 will send a
9 message to the tobacco company that we won't
10 tolerate the marketing of tobacco products to
11 kids. And it also sends the message to your
12 constituents that their representatives care
13 about parental concerns as well as protecting the
14 youths from harmful tobacco products. Let's get
15 moving Nassau, it's been far too long. Help PTA
16 and parents protect their kids. Thank you.

17 LEGISLATOR NICOLELLO: Thank you Jyoti.
18 Katheryn Unger.

19 KATHERYN UNGER: Members of the board of
20 legislators, my name is Katheryn Unger and I am
21 here representing the Preventing Tobacco
22 Addiction Foundation. Tobacco 21 laws prevent
23 kids from accessing, using and becoming addicted
24 to tobacco and nicotine products. So, let's talk
25 about why this policy works and why it's

1 important. 95 percent of adult smokers started
2 using tobacco products before the age of 21, and
3 I know that's something you've heard over and
4 over again but it's really important. Many of
5 those smokers transition from experimental
6 smoking to regular, daily use during the ages of
7 18 to 21. We know that most kids get their
8 tobacco products from older friends and
9 classmates who have legally purchased this
10 product. 80 percent of high school seniors are 18
11 when they graduate, and 20 percent are 19. A 16
12 year-old is much more likely to have a 18 year-
13 old in their friend group than a 21 year-old. So,
14 raising the minimum legal sale of tobacco and e-
15 cigarettes to 21 puts the legal purchasers
16 outside of these social circles of most high
17 school students.

18 Tobacco 21 has taken on a new urgency in
19 the wake of the vaping epidemic in our middle and
20 high schools. Some may argue that the Juul is a
21 fad, that it's passing. But addiction is not
22 passing, it is often permanent. These vaping
23 products, the Juul in particular, are easy to
24 obtain and they're easy to conceal. The Juul is
25 the fastest growing e-cigarette on the United

1 States market holding over 50 percent of the
2 market share. Juul pods attract kids because they
3 come in multiple flavors, including crème brulee,
4 cool mint, and fruit medley just to name a few.
5 And each pod contains as much nicotine as one
6 pack of cigarettes.

7 Science tells us that the adolescent
8 brain continues to develop into the mid-20s and
9 is especially sensitive to the effects of
10 nicotine, which you've heard from our esteemed
11 Dr.s. Yet most kids are unaware that these
12 products even contain nicotine, or they
13 significantly underestimate the danger of
14 nicotine.

15 You may have heard arguments that e-
16 cigarettes help people quit using cigarettes, and
17 that may be true for a very small group of
18 people, but population-based studies continue to
19 show that there is no net positive impact on
20 public health. This is because for every one
21 adult who uses an e-cigarette to help them quit,
22 81 adolescents and young adults, who have never
23 smoked cigarettes, may begin using e-cigarettes.
24 We know kids are initiating on e-cigarettes and
25 transitioning to traditional cigarettes.

1 Since enacted, Tobacco 21 has estimated
2 to reduce overall smoking rates by
3 12 percent, decrease smoking initiation rates in
4 15-17 year-olds by 25 percent and is estimated to
5 save the lives of around 2,148 Nassau County kids
6 alive today. The age when young people first
7 experiment with, or begin using tobacco can
8 reduce the risk that they will become addicted
9 smokers. Thank you for allowing public testimony
10 today. I urge to pass this common-sense
11 legislation.

12 LEGISLATOR NICOLELLO: Thank you Ms.
13 Unger. Jessica Turnquist.

14 JESSICA TURNQUIST: Hi. My name is
15 Jessica Turnquist and I've been a resident of
16 Syosset since 2013 and I have two daughters in
17 the Syosset School District. I will be making a
18 statement on behalf of a collaboration with a
19 fellow parent, Eric Steinberger who also lives in
20 Syosset and who also has two daughters in the
21 Syosset School District.

22 We ask you to raise the legal age of
23 purchasing tobacco products from 19 to 21
24 following the example set by other counties in
25 New York and other states around this nation. It

1 is a common-sense measure that serves to protect
2 children from the harmful effects of smoking and
3 provides numerous and other indirect benefits.

4 Tobacco companies have been targeting
5 youths since their inception as they are well
6 aware that starting people smoking when they are
7 young maximizes profits. They have a long history
8 of misleading and outright lying to the public
9 about the dangers of and addictiveness of their
10 product. They focus their marketing on youth
11 through movies, colorful packaging, flavoring
12 their products, making them more compact and
13 easier to use.

14 By increasing the legal age of tobacco
15 products to 21 it makes it that much more
16 difficult for middle and high school-aged kids to
17 get their hands on them. There are products that
18 are geared and marketed specifically to kids such
19 as the Juul and e-cigarette products that is
20 shaped to purposefully look like flash drives,
21 Sharpies, and other common classroom items so
22 that kids can carry them out in the open in
23 public schools. Vaping is more attractive for
24 teens as it is easier to use vape products
25 without detection due to a lack of tobacco smell.

1 They can be reused and refilled and are
2 affordably priced.

3 Another interesting fact about the Juul
4 is that it contains more nicotine than an average
5 e-cigarette product. 5 percent nicotine by volume
6 as compared with an e-cigarette cartridge at 2.4
7 percent nicotine volume.

8 Big tobacco knows that 95 percent of
9 adult smokers started smoking before they turned
10 21. Ages 18-21 are the years when people go from
11 casual smokers to addictive full-time smokers.
12 These are the replacement smokers that big
13 tobacco need to maintain its products. They are
14 replacing the dead and the dying consumers of
15 their product.

16 There is widespread country-wide support
17 as well as national bipartisan support for
18 raising the legal age to 21. A recent poll
19 conducted by the research firm Global Strategy
20 Group in April 2018 found that 72 percent of New
21 York voters favor raising the minimum age for
22 sale of cigarettes and other tobacco products to
23 21. The indirect benefits to New York and the
24 U.S. as a whole are incalculable. By increasing
25 the legal age of purchase to 21, statistics show

1 that there will be less full-time smokers. This
2 means a reduction in health care costs, cost
3 burdens to health insured and a healthier U.S.
4 population. We need to protect our children from
5 these harmful products. Please, raise the legal
6 for tobacco products to 21 and follow the example
7 that is already being set across this nation.
8 Thank you.

9
10 LEGISLATOR NICOLELLO: Thank you Ms.
11 Turnquist. Dr. Lorna Lewis.

12 DR. LEWIS: Thank you Legislators for
13 the opportunity to address you. I have several
14 friends sitting I'm looking at. I represent New
15 York School of Superintendents in New York, as
16 well as having the pleasure of serving on the
17 board of the American Heart Association. I thank
18 you for the opportunity to address Tobacco 21.

19 I'm here to ask you to join some forward-
20 thinking communities around the state in passing
21 this law. Suffolk County has already made a leap
22 to protect the next generation as has
23 Schenectady, Albany, Orange County, Sullivan
24 County. There are 13.2 million residents who are
25 protected by this Tobacco 21 law. The tobacco

1 industry has always preyed on our young people,
2 knowing full-well that the earlier they can
3 entice our children into this unhealthy
4 behavior the long-term dollars they will reap.

5 Today we see our children engage in the
6 use of new phenomena, the vape pen. I've heard
7 you speak about the e-cigarettes. Let me give you
8 some practical experiences. Those things look
9 like a jump drive. We have- in our schools we
10 have chrome books for all of our children. These
11 children who have access to e-cigarettes can heat
12 up their vapes, whatever that- the Juul, they can
13 stick it into the chrome books, they can heat
14 that device up to incredible temperatures. They
15 then stick it into the pen. If they're wearing a
16 coat this is what it looks like, and they do that
17 sitting in the classroom. Nobody knows that they
18 have done this, it is odorless, it is vape-less -
19 you see nothing. And that's the reality of these
20 new cigarettes. And I have to tell you that this
21 mass budget that we just approved last Tuesday
22 had- my own district had about \$50,000 in it for
23 this new device called Fly Sense that we have now
24 installed in all of our bathrooms- will be
25 installing in all of our high school bathrooms in

1 order to detect the use of vape. It is a real
2 phenomenon in all of our schools. Many other
3 districts have gone ahead. Just think about this,
4 if my district is spending \$50,000 only in my one
5 high school we have 56 districts just in Nassau
6 County. That's money that we did not need to
7 spend that we are spending.

8 Passing to the age of 21 will thwart the
9 tobacco industry's efforts to engage our youths
10 and put some distance between them and their 21
11 year-old counter-parts.

12 I want to acknowledge my own Legislator
13 Drucker for the work he's been doing on opioid
14 and I just want to say that this is a gateway to
15 other forms of drugs. It begins as a smoker.
16 Thank you.

17 LEGISLATOR KOPEL: Alright, the next
18 speaker we have is Dr. Sana Raoof. I hope I got
19 that right, forgive me if I didn't.

20 SANA RAOOF: My name is Sana Raoof. I am
21 resident of Muttontown, a proud graduate of
22 Jericho High School and an MVP H.D. student at
23 Harvard Medical School. Having completed my PhD
24 on new therapeutics for drug resistance lung
25 cancer, I can tell you all with confidence and

1 expertise that lung cancer is a disease that we
2 should dream to prevent.

3 Cigarettes contain over 3,000 toxic
4 chemicals, including rat poison, hydrogen cyanide
5 - which was used in gas chambers in the
6 Holocaust, ammonia and insecticide. Cigarettes
7 are the only legal products that when used as
8 directed kill half of their legal consumers,
9 which amounts to over 0.5 millions Americans per
10 year.

11 As we have heard, cigarettes are a
12 pediatric disease. Although adults die from
13 tobacco related diseases, they all began smoking
14 when they were young. 90 percent of smokers began
15 before the age of 18, and 90 percent of the
16 supply came from people between the age of 18-20.
17 This represents a huge opportunity. Tobacco 21
18 specifically cuts off the supply of cigarettes to
19 kids right at the age when they're most likely to
20 begin smoking.

21 Strikingly, nearly all addictive smokers
22 said that they did not plan to smoke again after
23 their first exposure to cigarettes. Yet one
24 quarter of American high schoolers who smoke once
25 will smoke the rest of their lives, pointing to

1 the absolute necessity of preventing that initial
2 exposure when brains are underdeveloped and
3 vulnerable to addiction.

4 We already know that Tobacco 21 is
5 incredibly effective. In 2005, Needham,
6 Massachusetts became the first place in the U.S.
7 to implement Tobacco 21, and within five years
8 cigarette smoking amongst Needham high schoolers
9 fell by 50 percent despite the fact that kids
10 could have just driven to neighboring suburbs to
11 buy cigarettes.

12 In the case of Nassau County, a lot of
13 our neighbors have already implemented the
14 policy, and so once Tobacco 21 passes here kids
15 will no local options to buy cigarettes before the
16 age of 21. Tobacco 21 is popular. Over 135 cities
17 including New York City have raised the tobacco
18 age sale to 21 and 75 percent of American adults
19 favor this policy.

20 But most importantly, Tobacco 21 is our
21 responsibility. National and state senates,
22 including the New York State Senate are
23 financially sponsored by tobacco lobbyists and
24 protecting children with Tobacco 21 has
25 historically only been possible thorough local

1 movements and it's therefore your job. I've
2 brought pages of information about Tobacco 21 and
3 relevant statistics and letters of support from
4 the American College of Chest Physicians for you
5 all to consider and I hope that today we pass
6 Tobacco 21 in Nassau County.

7 LEGISLATOR KOPEL: Okay, thank you.
8 Tanya Moore?

9 TANYA MOORE: Hi, thank you. My name is
10 Tanya Moore. I'm here as a concerned parent. I'm
11 a graduate of Syosset High School and I'm here to
12 talk about the potential health and other
13 situations that we can prevent for our children.
14 Smoking under standard tobacco and now the latest
15 and the sneakiest is e-cigarettes. As a former
16 student of Syosset High School, years ago we were
17 granted a lot of freedom as our children are
18 today. Our Syosset High School had an open campus
19 policy and at 18 we were allowed to sign
20 ourselves out of the school if we had a free
21 period. Our high school had a designated
22 courtyard for smokers and yes we took advantage
23 of every opportunity granted to us as 18 year-old
24 students. We also took advantage of our friends
25 and their siblings if they had access to things

1 that we were too young to obtain on our own.

2 I stand before you as a mother of a third
3 grader at South Grove Elementary School. She's a
4 bright child, she's competing globally in
5 robotics competitions, excelling with her out of
6 state soccer team, and she's an outstanding
7 student both academically and musically. I'm not
8 raising a child who's easily influenced.

9 That being said, she's only eight and
10 sadly there's room for movement. My daughter
11 needs permission slips signed to attend school
12 activities. She's placed at the peanut lovers
13 table because of her sandwich. Peanut issues are
14 regulated by our schools and the health
15 ramifications to a child with nut allergies is
16 more harmful for children this age. But the nut
17 allergies are regulated but there's no Surgeon
18 General warning posted on the side of a Skippy
19 jar.

20 At every age most social interactions
21 impact our daily decisions. We are- and they are
22 all impeded with safety of personal
23 responsibility waivers. Keeping tobacco and
24 standard smoking cigarette age at 18 is
25 absolutely ridiculous- at 19, is absolutely

1 ridiculous. This is a cake walk for our children
2 to buy and gain access and potentially becoming
3 hooked on nicotine. We should not be here having
4 a conversation. To me it's a no-brainer. Our
5 elected officials should move to access age from
6 19 to 21 when there's absolutely no benefits for
7 smoking except for the tax that's generated for
8 the sales.

9 As a parent, it's my responsibility to
10 sign permission slips for my child to attend a
11 school event. But smoking? Sure, have at it.
12 She's 19, she'll walk into 7-Eleven and purchase
13 a cigarette. If not, just ask her older friends
14 with legal access.

15 Although South Woods and Syosset High
16 School have a no smoking policy, we can all
17 acknowledge the unacknowledgeable ongoing issues
18 with tobacco use. Perhaps the raise of the legal
19 age of tobacco availability from 19 to 21, we as
20 parents, care-takers, educators, and legislators
21 take some action for the betterment of our dear
22 vulnerable community - our children. Well,
23 there's more, but anyway, thank you so much and I
24 really hope that this can move forward.

25 LEGISLATOR KOPEL: Thank you. Let me

1 just- we've got a bunch more. Let me just point
2 out that, my sense is that the matter has very
3 wide support on both sides of the aisle. And of
4 course, the policy is that whoever wants to speak
5 can do so. But I urge you to cover new territory
6 if you'd like to and just consider what I've just
7 said. That being the case, the next one on the
8 list is Dr. Shetal Shah. Is that right? And again
9 forgive me if I've not pronounced this correctly.

10 SHETAL SHAH: Sure. So, my name is Dr.
11 Shetal Shah and I'm a lifelong resident of Nassau
12 County and I serve as Vice President of- a
13 Legislator Chairman of the Long Island chapter of
14 the American Academy of Pediatrics which
15 represents 1,400 pediatricians across Long
16 Island, 500 of whom live and work in Nassau
17 County. Although it seems no one is working
18 Nassau County right now because all 500
19 pediatricians are here.

20 It's again a pleasure to speak to you
21 about this legislation that will raise the age to
22 purchase tobacco, including electronic cigarette
23 paraphernalia, to 21 years of age. Again, as
24 people have said, making our laws consistent with
25 New York City and Suffolk County. As you've heard

1 from others, Hawaii, California, Massachusetts,
2 and New Jersey have all followed suit, as have
3 large cities and as you've heard again, 135
4 municipalities nationwide.

5 In the interest of being respectful to
6 everyone's time, I want to pause and remind
7 people that it was approximately 10 years ago
8 that my beloved Nassau County representative and
9 your respected colleague, Judy Jacobs and I
10 outlined this legislation on the back of her
11 lunch napkin. I remember vividly because I was
12 scheduled for this meeting and I did not have
13 child care for my eight-month old and I had to
14 cancel. And Judy, always maternal as ever, said,
15 "Just bring him along." That son is now entering
16 middle school and I can think of no better
17 legislative tribute than to pass this bill in her
18 name.

19 There is widespread support for this
20 legislation across all segments of Nassau County.
21 The American Academy of Pediatrics as well as
22 physicians in the Nassau Pediatric Society, Cohen
23 Children's Hospital, NYU Winthrop, as you heard
24 from Dr. Leonard Krilov, are all here. Internal
25 medicine and oncological physicians are here.

1 They're here along with parent-teacher
2 associations and myriad of anti-tobacco
3 advocates.

4 To give you an idea of the momentum,
5 because the counties that have passed this in New
6 York State have already been mentioned, I would
7 point out that Westchester County was discussing
8 Tobacco 21 legislation yesterday. It's a medical
9 fact that raising the age of smoking to 21 will
10 reduce the number of teen smokers by 55 percent.
11 And if we use data- this is something new. If we
12 use data from the Center for Disease Control,
13 National Youth Risks Behavior Survey, and the New
14 York State Department of Education, and filter
15 those through the medical models that are input
16 in the institute of medicines, 330 page 2015
17 report.

18 One of the great things of having a lot
19 of pediatricians is that we have a lot of
20 epidemiologic expertise. We can estimate
21 confidently that between 2,800 and 5,600 fewer
22 teenage nicotine users in Nassau County will
23 result every four years as a simple result of
24 passing this legislation.

25 I also want to point out that for many

1 years when I would come to this body, I would
2 hear, "Old enough to die and vote and old enough
3 to drink and smoke." The claim was that 18 year-
4 olds are adults and are able to die for their
5 country in the military, they should be allowed
6 to smoke. I would like to point out that the
7 Secretary of the Navy has now said that maybe
8 personnel will comply with Tobacco 21
9 legislations and all shore based bases in which
10 the states have the law. Thank you very much.

11 LEGISLATOR KOPEL: Thank you and bearing
12 in mind that you're all preaching to the choir,
13 once again. Vandana Sharma, would you still like
14 to- you would. Okay.

15 VANDANA SHARMA: Ladies and gentlemen,
16 I'm Vandana Sharma. I am a resident of Bellmore
17 on the south shore. I have two children that
18 attend the Bellmore schools. I have an 18 year-
19 old who's currently graduating as a senior in
20 high school. And my youngest is eleven, she's
21 going into middle school. So, I'm here as a
22 concerned parent, as an attorney, and as an
23 advocate for child health and welfare. I support
24 this legislation and I wanted to read out loud to
25 you an email that the principal of our high

1 school has sent out. He's sent out several. So,
2 this encapsulates the issue at our high school at
3 this current time. His name is David Seinfeld:

4 "Dear Kennedy families-

5 This is dated April 19th.

6 "I want you to know that we continue to
7 struggle with the vaping problem at Kennedy High
8 School and schools throughout the country. I have
9 listed our comprehensive effort below that I sent
10 out in an email in January. In the few short
11 months since my last message, more information
12 has come out about the extraordinary dangers of
13 the vaping and the ease in which illegal THC
14 vapes can be purchased. Perhaps the scariest
15 piece of this whole puzzle is the reports that
16 speak to the ease of addiction that vaping is
17 causing. I share with you after having been
18 around for some time that this vaping worry is
19 one of the most serious health concerns I can
20 recall facing. The ease of use, which seems to
21 have led to greater regularity of use, the new
22 normal of the device readily available in stores,
23 the unknown dangers associated with long-term
24 use, the covert use of the device for tobacco and
25 marijuana products, the legalization of marijuana

1 in some states, and the highly addictive nature
2 of such products leads me to have grave concerns
3 for the well-being of the children who have
4 started to use. Let's work together to address
5 this issue."

6 He then commendably goes on to list
7 various education initiatives that he is doing in
8 the high school with the faculty, with the
9 parents, and with the children. He needs to be
10 commended and I ask you, the Legislature of
11 Nassau County to, similarly, assist so that we
12 can proactively stop this health scourge to young
13 adults who may irreversibly harmed. And I think
14 you for your time.

15 LEGISLATOR KOPEL: Jessica Varghese.

16 JESSICA VARGHESE: Good afternoon. My
17 youngest son turned one today. The world he has
18 entered here is way different than the one we as
19 his parents grew up in. I have a daughter
20 starting middle school this year which will be
21 filled with immense choices and decisions she
22 will have to make related to social circles,
23 extra-curriculars and experimentation with new
24 things. I'm sure I will not be able to protect
25 her from everything, but I sure want to try and

1 make things a little bit more difficult for her
2 to try detrimental habits such as smoking. The
3 teenage years are such a vulnerable time and we
4 as adults and parents should do our best to
5 protect our kids as much as we possibly can.

6 I am speaking in support in raising the
7 minimum sale age of tobacco and other nicotine
8 delivering systems to 21 years old. I believe
9 this is the most important action we can take as
10 responsible adults to prevent further damage to
11 our young people. Smoking causes many preventable
12 diseases and we as concerned citizens and law
13 makers should do the right thing by doing
14 everything possible to maintain and encourage
15 good health practices with this next generation.

16 As a nurse for over 20 years, a parent to
17 four young children, and a PhD graduate, I still
18 feel very strongly that passing this law will
19 help enable them to live healthier lives. There
20 are so many awful things in the world that our
21 kids have to face such as online, social media
22 bullying. If we can take away at least one
23 difficult choice for them, shouldn't we do that?

24 Each day approximately 2,100 young adults
25 who are occasional smokers become daily smokers.

1 The added burden to an already overloaded health
2 system is immense. Let's work together to create
3 legislation that is backed by evidence based
4 research which shows the brain development in
5 teens is most susceptible to addiction. There are
6 various immediate and long-term risks with teen
7 smoking. Once introduced to smoking, it is very
8 difficult to quit. Let's prevent premature
9 smoking related diseases from taking the lives of
10 those we love. The benefits of increasing the
11 minimum legal age to 21 years would be the
12 smartest and most impactfully legislation for the
13 future of healthy Long Islanders. I believe the
14 right decision will be made and I thank you for
15 the opportunity to present this data.

16 LEGISLATOR NICOLELLO: Thank you
17 Ms. Varghese. Shetal Shah. Oh we did? Okay. Dr.
18 Eve Krief?

19 DR. KRIEF: Hi. My name is Dr. Eve Krief
20 and I'm a pediatrician. And I actually live and
21 work in Suffolk County where we actually passed
22 Tobacco 21 back in 2014. And I actually have a
23 statement here from Suffolk County Legislator
24 William Spencer who asked that I read this
25 statement to you today:

1 "I support and encourage Nassau County
2 law-makers to raise the legal age for the sale of
3 tobacco products to 21. Increasing the tobacco
4 purchasing age is about saving lives and
5 preventing addiction. The facts reveal that 90
6 percent of adult smokers become addicted before
7 they were 18 and 90 percent of cigarettes
8 purchased for them were done so by those between
9 the ages of 18 and 20 years old. This indicates
10 that youth smoking is not driven by illegal
11 tobacco sales, but by legal sales. Legal
12 purchases of tobacco products by the 18 to 20 age
13 group are currently the most significant source
14 of tobacco products for 12 to 17 year olds. The
15 higher minimum age of 21 places legal purchases
16 of tobacco products outside the social circle of
17 most high school students, thereby directly
18 reducing the supply available to adolescents.

19 When looking at other municipalities that
20 have raised the legal age to purchase tobacco
21 products, the data shows that smoking and cancer
22 rates decrease. Needham, Massachusetts, for
23 instance, raised the tobacco purchasing age to 21
24 in 2005 and their policy has led to substantial
25 decrease in smoking rates that have remained low

1 since then. Additionally, cancer rates have
2 decreased in Needham and when compared to cancer
3 rates of surrounding counties, cancer is
4 afflicting fewer people.

5 The benefit to increasing the tobacco
6 purchasing age in Nassau County will further
7 decrease long-term tobacco addiction in the
8 region, as those in Suffolk County who are not
9 yet 21 will not have the ability to travel the
10 short distance to Nassau County to buy tobacco
11 products. Public health should be our top
12 priority.

13 But the economics of this measure will
14 prove to be beneficial for Nassau County as well.
15 While a miniscule amount of the county sales tax
16 revenue would be lost in the near future, it
17 pales in comparison to the billions of dollars in
18 long-term healthcare savings that would otherwise
19 be directed towards treating the illness caused
20 by tobacco addiction.

21 For the aforementioned reasons, I
22 strongly encourage Nassau County to act to
23 increase the tobacco purchasing age to 21 and
24 create regional uniformity. It will improve the
25 quality of life for Nassau residents and save

1 lives. Best regards, Legislator William Spencer,
2 M.D."

3 LEGISLATOR NICOLELLO: Thank you. Ana
4 Leverton.

5 Okay. Thank you. Juan Vides.

6 JUAN VIDES: Hi everybody, thank you for
7 allowing me to speak today. My name is Juan
8 Vides. I'm a resident of Oceanside. I'm not going
9 to (inaudible) the issue because most of it has
10 already been done for the respect of the people
11 here. I just want to say that our youths deserve
12 this law, the life-saving law of today because it
13 will be impactful. The Institute of Medicine
14 reported that in 2015 they found that the tobacco
15 use would decrease by 12 percent by the time the
16 teenagers were adults if the minimum age was
17 increased by 21. Now this is very important, I
18 need you to hear all this. The same report found
19 that there were 25 percent decrease in smoking
20 rates among those 15 to 17 years old. Let that
21 sink with you, okay? That we need to change this
22 law. This is a group which legally isn't allowed
23 to smoke in the first place and for a good
24 reason. Scientific evidence has told us that the
25 brain is not fully developed until the age of 25

1 and specifically in related areas it's addiction.
2 Please take the opportunity to put the end of
3 devastating conditions tobacco causes and to the
4 roughly 26,000 annual deaths of tobacco and
5 related illness. Please vote in favor of Tobacco
6 21, thank you very much.

7 LEGISLATOR NICOLELLO: Thank you Mr.
8 Vides. James Erwin.

9 JAMES ERWIN: Good afternoon county
10 legislators and beautiful people of this Nassau
11 County. My name is James Erwin. I am from Bergen
12 County, New Jersey and I have been to hundreds of
13 meetings like this. Where I come from, they call
14 me the smoking guy. So, the smoking guy is here
15 with everyone today. Legislator Drucker, thank
16 you and please give my thanks to Ms. Mary for
17 calling me. I was in touch- his office was in
18 touch with me several years ago. I started this
19 campaign in 2012. My mom was a nurse in Englewood
20 Hospital for 45 years and since, at your behest
21 sir, I'm going to give my information this way.
22 I'm going to use the legislators for my
23 demonstration.

24 My father died right when I was born of
25 pancreatic cancer. Two of his brothers passed

1 away from cancer, both from lung cancer from
2 smoking. His sister died three years ago from
3 smoking. Her husband died the following year from
4 smoking. Their daughter died from COPD the same
5 year their mother passed. I don't know if anyone
6 knows the group The Five Stairsteps, they sang a
7 beautiful song. It's called Ooh Child.

8 Those are my first cousins. The lead
9 singer of that group, the beautiful Clarence
10 Burke, I love you, passed away from lung cancer.
11 I have two beautiful- and that's just on one side
12 of my family that was wiped out. Just wiped out,
13 devastated by cancer and smoking. I have a cousin
14 that I used to place bets for when the Kentucky
15 Derby, the Belmont States and the Preakness
16 rolled around. He died from lunch cancer eight
17 years ago. His wife, man, also died from that
18 same disease the year before. So, I think we have
19 about 20 legislators if I'm correct, right? Okay,
20 so. I think at that point you wouldn't even have
21 a quorum of just my family members if they were
22 elected officials in this town.

23 I'm here today out of love. I drove from
24 New Jersey. I'm glad that this legislation is
25 going to pass, albeit a little late. I advise

1 everybody if you know someone that smokes, please
2 urge them for the residents of this county that's
3 1.3 million and change, you have about 100,000
4 young folks. When you lose someone to smoking
5 which is the most- the deaths are 100 percent
6 preventable. 50 percent, so there were 218 people
7 in here earlier. The kids have left, that's half
8 the room would be gone. Half the legislators.
9 Please, I thank you. Urge folks to get their
10 themselves tested. I'm a cancer survivor, I was
11 diagnosed with prostate cancer last year. Get
12 checked out, tell people to be healthy, get
13 healthy. I love you, God bless.

14 LEGISLATOR NICOLELLO: Thank you, James.
15 Wendy Levitt. Wendy Levitt? She left? Okay. Jack
16 Rachel Meltzer. Done? Jack Levine?

17 JACK LEVINE: Good afternoon, thank you
18 for the opportunity to speak in favor of Tobacco
19 21 legislation. I've lived in Nassau County since
20 1978. I'm a pediatrician. I am specially trained
21 in developmental behavioral pediatrics and I'm
22 the Director of the Center of Autism at Nassau
23 University Medical Center. I wanted to- I know
24 that you've heard from the many people and you'll
25 probably hear from more about how vulnerable

1 adolescents are to the addictive effects of
2 nicotine and how the tobacco companies take
3 advantage of this. I wanted to take a few minutes
4 just to talk about just the neuroscience behind
5 all of this, so that we all understand exactly
6 what's going on.

7 The adolescent brain is not fully
8 developed. I mean, I think- not until the age of
9 25, I think any of us who've raised teenagers
10 attest to that. At this time of adolescent brain
11 development is a very vulnerable time. The reason
12 for it being that it's a kind of interplay
13 between the emotional side of the brain and the
14 rational side of the brain. And so the limbic
15 system, or the amygdala, which is a risk taking
16 and emotional part of the brain, is growing in
17 leaps and bounds during adolescence. This is
18 fueled by the hormones of puberty. But don't
19 worry, it'll calm down in time, not until they're
20 much older than 18 years of age, 19 years of age.

21 On the other hand, you have the pre-
22 frontal cortex, or the front of the brain which
23 is kind of the rational thinking area, the CEO of
24 the brain, the part of the brain that inhibits
25 impulsivity. And it's gearing up for adult life

1 and adult decisions. It's making new connections,
2 it's getting rid of connections that aren't
3 necessary. But it's finest hour is yet to come.
4 It's going to be fully developed for a while. Now
5 in the face of this, tobacco and nicotine
6 increase dopamine secretion in the brain.
7 Dopamine is a neurotransmitter, it's a chemical
8 in the brain that makes you feel good. So, you
9 get dopamine if you do things that you enjoy and
10 things like that.

11 Also, nicotine increases other nicotine
12 receptors in the brain. So, when you get nicotine
13 into your body you start making other areas of
14 the nerves that become more sensitive to nicotine
15 and want more nicotine.

16 Now, what happens is when you have
17 increased dopamine from cigarette smoke, they
18 fill up with every cigarette, you know, it gets
19 into the blood system in about 20 seconds, and
20 this causes a brief, pleasant sensation which
21 dissipates. But then the body starts making less
22 of its own dopamine because there's so much of
23 this artificial triggering coming in from
24 nicotine. So, the brain starts seeking it out.

25 And now the limbic system, which is the

1 risk taking system, is looking to get more and
2 more dopamine and get more and higher and higher
3 and seeking out more cigarettes. At the same
4 time, we know that nicotine affects the
5 connections in developing the pre-frontal cortex.
6 We know this from a lot of different studies in
7 animal studies and in humans. What happens when
8 nicotine affects this, it decreases the
9 inhibition and clear thinking which can lead to
10 more impulsive behavior and lifelong addictive
11 behavior. So, basically what happens is- okay.
12 Basically, what happens the nicotine wants the
13 brain to get more dopamine-

14 CLERK PULITZER: Sir, your time has
15 expired.

16 LEGISLATOR NICOLELLO: Please just wrap
17 it up. No, no, you can conclude.

18 JACK LEVINE: Okay. What happens is then
19 the brain becomes sensitized to nicotine seeking
20 out more of this dopamine high, and therefore you
21 have lifelong addicted teenagers. And the tobacco
22 companies have new customers. Thank you.

23 LEGISLATOR NICOLELLO: Okay, thank you.
24 Dr. David Fagan.

25 DR. FAGAN: Good afternoon ladies and

1 gentlemen of the Legislature. I am going to be
2 strictly respectful of your time. I've been a
3 resident of Nassau County since 1969, a graduate
4 of West Hempstead High School and I have lived in
5 the city of Long Beach since 1994. We passed this
6 legislation, as Legislator Ford knows, in the
7 city of Long Beach in December. I'd like to see
8 the county do the same thing. I am a
9 pediatrician. I am a resident of the Nassau
10 Pediatrics Society and I am Vice Chairman of
11 Northwell Health Cohen's Children's Medical
12 Center. We support this legislation. Thank you
13 for your time.

14 LEGISLATOR NICOLELLO: Thank you very
15 much. Rachel Boykan. I don't know if that's
16 correct, I apologize if not.

17 RACHEL BOYKAN: Not quite, but I'll
18 correct you. It's Rachel Boykan, thank you so
19 much. I'm a pediatrician in Suffolk County where
20 it's mentioned we've had this legislation for a
21 couple of years. And I will be brief, I have no
22 papers I'm just going to speak off the cuff on
23 stuff that maybe we haven't heard. I'm also a
24 member of the executive committee of the American
25 Academy Pediatric Section on Tobacco Control. So,

1 I work at a national level with people from the
2 start of this whole thing in Needham,
3 Massachusetts. So, I've been really involved with
4 this project and I really support it. A couple of
5 things to highlight. It's very, very important,
6 I'm glad we're- that you're including- I'm
7 assuming this is going to pass because you've
8 sort of suggest that, so I'm going to
9 congratulate you in that because I think this is
10 really, really key. Especially in the light of
11 the vaping epidemic that we have and one of the
12 reasons that's so important is that the data is
13 really very conclusive now. The vaping, and this
14 was highlighted in the recent report of the
15 Society of Medicine in just last month, that
16 vaping- teens who vape, who use electronic
17 cigarettes and related products do go on to smoke
18 combustive cigarettes. So, although we have seen
19 combustive cigarette tobacco rates- smoking rates
20 among kids are lower than they have been in
21 decades. But they are going to go up because of
22 the vaping epidemic.

23 Vaping is probably pretty dangerous too,
24 we just don't have the data to say exactly how
25 that is. We know a lot of the bad things about

1 it, certainly not the least of which is the
2 nicotine addiction. And it's a really strong
3 addiction. So, this is really important.

4 I also want to commend you for what I'm
5 assuming what would be the passing of this
6 because if you look at what's happened in this
7 country starting in Needham, localities that pass
8 this encourage the states to pass it at the
9 statewide level. That's how this has happened in
10 the now six states that have this. And really, if
11 we're going to really combat this as a country we
12 have to do this at a federal level. So, this is a
13 real step in the right direction not just for
14 this county and for the people who live here and
15 who care about the kids here and everyone here,
16 but for our country. And if you think about that,
17 that's a really, really big thing. This comes up
18 in the New York State- New York State level and
19 even federally. I urge you to keep pushing this
20 forward because this issue needs to keep going.
21 Thank you.

22 LEGISLATOR NICOLELLO: Thank you and
23 that is the last speaker on this item. I want to
24 thank everyone of our speakers for their remarks.
25 We're fine. You'll have an opportunity to speak.

1 You'll have an opportunity to speak after the
2 Legislature. We're done on Tobacco 21. But I want
3 to thank all the speakers for their patience and
4 for their very thoughtful comments. We all
5 appreciate their remarks. I'm going to have a
6 motion to close the hearing. Moved by Legislator
7 Muscarella, seconded by Legislator Drucker. The
8 hearing is closed.

9 UNIDENTIFIED SPEAKER: May I be heard
10 though for a second?

11 LEGISLATOR NICOLELLO: You want to speak
12 on the item?

13 UNIDENTIFIED SPEAKER: I would.

14 LEGISLATOR NICOLELLO: We're going to
15 vote on the item in a moment.

16 UNIDENTIFIED SPEAKER: But I'd like to
17 speak on it before we vote on that.

18 LEGISLATOR NICOLELLO: Well, yes. Yes
19 absolutely.

20 UNIDENTIFIED SPEAKER: Okay.

21 LEGISLATOR NICOLELLO: We're going to
22 call the item, it's going to be amended slightly,
23 and then we're going to go ahead. And you can
24 have- you can speak at that point.

25 UNIDENTIFIED SPEAKER: Can't we speak on

1 that?

2 LEGISLATOR NICOLELLO: You can speak at
3 the end of the (inaudible.)

4 UNIDENTIFIED SPEAKER: We want to speak
5 on Tobacco 21.

6 LEGISLATOR NICOLELLO: You want to speak
7 on Tobacco 21?

8 UNIDENTIFIED SPEAKER: Yes.

9 LEGISLATOR NICOLELLO: Did you put a
10 slip in?

11 UNIDENTIFIED SPEAKER: Yes.

12 LEGISLATOR NICOLELLO: Not on this item.

13 UNIDENTIFIED SPEAKER: Yes, on a few
14 different items. On this item also and a few
15 others.

16 LEGISLATOR NICOLELLO: No, you know
17 what? Unfortunately, I'm not going to be able to
18 entertain those comments you can speak at the end
19 of the meeting. There are reasons we have to
20 proceed now and we're going to. The motion to
21 close the hearing was seconded. All in favor of
22 closing the hearing signify by saying aye. Aye.

23 (Aye.)

24 All those opposed? The hearing is closed.
25 We are going to now call the item which is a

1 local law to amend the Nassau County
2 Administrative code in relation to prohibiting
3 the sale of age restricted tobacco products to
4 individuals under the age of 21. That is a local
5 law. Anyway, moved by Legislator Drucker,
6 seconded by Legislator Lafazan. It has to be
7 amended. The amendment in the nature of a
8 substitution will be to expand the definition
9 section of the legislation to include herbal
10 cigarette and nicotine water. It will also
11 specify this local law will be enforced pursuant
12 to Article 1 of the Nassau County Public Health
13 Ordinance and authorizes the Department of
14 Consumer Affairs in addition to the Department of
15 Health to enforce this legislation. The amendment
16 is moved by Legislator Muscarella, seconded by
17 Legislator McKevitt. All in favor of the
18 amendment signify by saying aye.

19 All in favor of the amendment signify by
20 saying aye. Aye.

21 Those opposed?

22 The item is amended. It is before us.

23 Legislator Drucker, you have the floor.

24 LEGISLATOR DRUCKER: Thank you Presiding
25 Officer, I appreciate it. First of all, I'd like

1 to thank the abundance of terrific speakers today
2 who have come out and have taken the time to
3 speak on this issue, which just by the sheer
4 number of speakers is an important issue that is
5 obviously not a political one. It has been
6 stalled for years for political reasons. As I
7 stated in our last session, while I am extremely
8 heartened and gratified it has finally recognized
9 the urgency of attacking this legislation, so as
10 to bring Nassau County up to the enlightened
11 state displayed by all of our surrounding
12 neighbors who had no trouble recognizing the need
13 to make it more difficult for teenagers to pick
14 up this nasty habit. Which only guarantees one
15 thing - a lifetime of debilitating health and
16 illness and an abbreviated life. Quite a few of
17 which could have already been spared this
18 addiction had this law been passed years ago when
19 the late great Judy Jacobs introduced it and I
20 reintroduced it last year. And each time it went
21 nowhere, not even getting into committee for
22 discussion, which is how this legislative body is
23 supposed to function. Let's just hope that by the
24 passage of this bill it is a harbinger of a new
25 era of collaboration and bipartisanship that I

1 know the residents of this county desperately
2 want. Legislator Kopel was quick to state to the
3 speakers today, you're preaching to the choir.
4 There was no choir for quite a few years. Thank
5 you very much.

6 LEGISLATOR NICOLELLO: Thank you for
7 those gracious comments. Legislator Lafazan.

8 LEGISLATOR LAFAZAN: Thank you Presiding
9 Officer. I thank my colleague, Legislator Drucker
10 and the many advocates who spoke today to stand
11 up for this vital piece of legislation. And as a
12 point of personal pride, thank you to my home
13 community in Syosset for leading the way here.

14 Having had the unique opportunity serving
15 on the Syosset School Board as a teenager, I know
16 both that abusive tobacco products for minors is
17 atop the largest threats to our student
18 population today. And that the proliferation of
19 both Juuls and e-cigarettes has made access far
20 too easy and detection far too hard. At the
21 height of Nassau County's opioid epidemic, which
22 is the greatest natural disaster of our time,
23 failing to pass this bill would be a true body
24 blow to any positive momentum made.

25 Tobacco 21 is a public health victory,

1 which is why I was thrilled to support this bill
2 in committee and will proudly cast my yes vote
3 today. And like Dr. Shah noted, I just want to
4 take a moment to thank the late Legislator Judy
5 Jacobs, who is smiling down upon us all from
6 heaven today. I met Judy in 1999 in Ms. Griffin's
7 Kindergarten class in elementary school. I was
8 five. 19 years later I am able to sit in this
9 chair at 24 and cast my vote on an item that
10 meant the world to her. When I see her picture on
11 that wall of the chamber, I am reminded that we
12 walk on the shoulders of giants and I implore my
13 colleagues to pass this bill. Thank you.

14 LEGISLATOR NICOLELLO: Alright, that's
15 it. Thank you for the legislators. We are going
16 to now vote on the item as amended. All in favor
17 signify by saying aye.

18 All those opposed? Carries unanimously.
19 Alright, we are moving to a number of
20 appointments, and I thank all of those appointees
21 who are here who will be serving in a volunteer
22 capacity for sitting through our meeting so
23 patiently, and we're going to move this group
24 together, except for one which I'm going to call
25 last. I'll do that last. Alright, we have item

1 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37,
2 38, and 39 which are all resolutions to confirm
3 the County Executive's appointments to the
4 Minority Affairs Council, including Isma
5 Chaudhry, Reverend William Watson, Lucas Sanchez,
6 Reverend Stephen Michael Lewis, Gabriella Guzman,
7 Regina Williams, Charles Dickens III, Shani
8 Bruno, Robert Socolof, Rabbi Art Vernon, Kyle
9 Rose-Louder, Nadine Burnett, and Melrose Corley.

10 Moved by Legislator Birnbaum, seconded by
11 Legislator Schaefer.

12 Now all those appointments are before the
13 Legislature. I would advise anyone who wants to
14 speak to do so. There's a lot of you, so I would
15 appreciate it if you- I'm asking the nominees, if
16 you don't mind.

17 Okay, alright. But any of the nominees
18 who like to say a word or two, we'd like to limit
19 it as much as possible since there's so many of
20 you. You're welcome to do so.

21 UNIDENTIFIED SPEAKER: But could they
22 all come up?

23 LEGISLATOR NICOLELLO: Yeah why don't
24 you come on up.

25 SHANI BRUNO: Okay, good afternoon. Yes,

1 it's been a long day. Thank you so much for
2 hearing us, for considering- oh I'm sorry, Shani
3 Bruno, thank you- for considering our nominations
4 to the Minority Affairs Council.

5 So, I live in Nassau County, beautiful
6 Baldwin. I'm a wife, mother of two, I hold a PhD
7 from New York University and I'm entering my
8 tenth year as a full-time professor of Africana
9 Studies at Nassau Community College. As well as
10 teach a variety of ethnic and area studies
11 courses, the only black studies degree conferring
12 institution in the county. I'm also the chair of
13 the International Education Committee of the
14 college's academic senate. So, between the two
15 avenues of academic instruction and institutional
16 service, I'm also an advocate for people in my
17 community, specifically children. Primarily as a
18 PTA leader at district level stakeholder advocate
19 and general parent volunteer. One of the most
20 important things to me, so it's not just children
21 of course but its women, people of color, non-
22 Christian faith people, people of foreign birth,
23 people in the LGBTQ community, people living with
24 disabilities, just to be a voice for constituents
25 who may not be seen but need to be heard. So,

1 thank you very much for your consideration.

2 LEGISLATOR NICOLELLO: Okay, am I right
3 that Shani is speaking for everyone?

4 LEGISLATOR NICOLELLO: You were so
5 eloquent we thought that maybe you covered
6 everything.

7 GABRIELA GUZMAN: Good afternoon,
8 Presiding Officer Richard Nicolello, Minority
9 Leader Kevan Abrahams, and the Nassau County
10 Legislature. And I just wanted to say thank you
11 for this nomination. I appreciate the support
12 that I've had today with friends and family and
13 also the organization I belong to. I've been a
14 resident of Nassau County for 17 years and I
15 graduated Hempstead High School. I just wanted to
16 say how thankful I am for this opportunity.
17 Thanks.

18 LEGISLATOR NICOLELLO: Thank you Ms.
19 Guzman.

20 REGINA WILLIAMS: Good afternoon, Nassau
21 County Legislator. Regina L. Williams, just want
22 to thank you for the opportunity to serve. Thank
23 you.

24 LEGISLATOR NICOLELLO: Thank you Regina.

25 ISMA CHAUDHRY: Isma Chaudhry. I just

1 wanted to thank the legislators and the County
2 Executive and I'm looking forward to serving on
3 the minority- Isma- Okay. And I'm looking forward
4 to serving the Minority Council. Thank you very
5 much.

6 LEGISLATOR NICOLELLO: Thank you Isma.

7 MELROSE CORLEY: Good afternoon my name
8 is Melrose B. Corley and I want to thank you for
9 the opportunity to serve on the Minority Affairs
10 Council. Thank you.

11 LEGISLATOR NICOLELLO: Great, thank you.

12 NADINE BURNETT: Good afternoon. My name
13 is Nadine Burnett and I thank you so much for the
14 opportunity to serve on this committee. And my
15 daughter for staying here for the two and half
16 hours.

17 LEGISLATOR NICOLELLO: Alright, thank
18 you. Thank you for your patience.

19 LUCAS SANCHEZ: Good afternoon. Lucas
20 Sanchez. I just want to say thank you for this
21 opportunity as well. Thank you.

22 LEGISLATOR NICOLELLO: Thank you.

23 WILLIAM WATSON: My name is William
24 Watson. I'd like to thank the County Executive
25 and the legislative body for this opportunity.

1 Thank you.

2 KYLE ROSE-LOUDER: Good afternoon. Kyle
3 Rose-Louder, DCE for Health and Human Services.
4 Just wanted to thank you all for the opportunity.
5 I'm looking forward to working with this council
6 and moving it forward. So, thank you.

7 LEGISLATOR NICOLELLO: Okay, thank you
8 Kyle. Alright, I need public comment.

9 MS. MEREDAY: I filled out a slip, I'll
10 be quick.

11 Sure, let me have it Ms. Mereday.

12 LOUIE MENDEZ: I filled out a slip, so
13 it's there.

14 LEGISLATOR NICOLELLO: Okay.

15 LOUIE MENDEZ: Good afternoon. My name
16 is Louie Mendez. I'm a Nassau County resident.
17 Thomas McKevitt is my legislator. at this time I
18 would like to thank you Honorable Richard
19 Nicolello, Presiding Officer and Minority Leader
20 Kevan Abrahams and all the other legislators. I'm
21 a former Deputy Director of the Nassau County
22 Office of Minorities and I'm a project director
23 of the Nassau County Office of Minority Affairs
24 between 2002 and 2010. There's about six or seven
25 legislators here who were my colleagues during

1 that time as legislators at the time, including
2 yourself Presiding Officer.

3 The Minority Affairs charter is very
4 clear on the opportunities that the county
5 affords the minority communities, which is over
6 30 percent of the county population. The people
7 behind me have been chosen I'm sure through a
8 process by which those who are the best and
9 brightest can represent the community, and I
10 support the County Executive in those who made
11 this possible for them to come forward. The
12 charter mandate for the Minority Affairs Council
13 is significant and impactful. They could impact,
14 and the executive director that they will choose
15 eventually through the County Executive, will
16 impact the minority communities of the
17 County of Nassau. That means several mandates,
18 including contracting opportunities, making sure
19 that during your contracting revamping the
20 minority components are mandated to be a force.
21 That's an important piece for Nassau County
22 residents.

23 The delivery of services to the minority
24 communities throughout Nassau County is also
25 chartered in the Nassau County charter. Most

1 importantly is so that Nassau County looks like
2 the way the people that live in it, the way the
3 people that govern. And that is an important
4 component.

5 It is an honor and a pleasure to see
6 those individuals here. I wish that you would
7 know each one of their stories individually. But
8 once they get approved, you will have the
9 opportunity to engage them, and I hope you do so
10 by finally opening up a hearing in the Minority
11 Affairs Committee that has long been waiting for
12 that to be opened. I hope that going forward that
13 happens. I would think that we're in great hands
14 with the people behind me and I hope that you
15 help them move the county minority community
16 forward. Thank you so much.

17 LEGISLATOR NICOLELLO: Thank you Louie
18 and thank you for your leadership in the
19 community. Meta Mereday.

20 MS. MEREDAY: Meta J. Mereday, Baldwin
21 resident. I would like to say first of all that I
22 am slightly encouraged with the fact that there
23 is a Minority Affairs Committee again. I still
24 don't seem to have any reconciliation with
25 regards to what happened to the last committee,

1 the charter, or any reports. There seems to
2 continue to be a lack as far as the study and the
3 support and the resources. It's nice that we have
4 15, I believe, volunteers for a committee. But
5 how many people are actually on the staff for
6 this department?

7 Secondarily, as most of you know, and for
8 the additional people in the audience because
9 there's usually an echo in this room as far as
10 public participation when the major decisions
11 take place here, one of the components of the
12 Minority Affairs Committee, at least the way it's
13 established in Nassau County, is the component
14 about services disabled veteran owned businesses.
15 And I won't waste your time going over what's on
16 your own site as far as Nassau County with the
17 key objectives of the law as it pertains to
18 service-disabled veteran-owned businesses that
19 this county continues to not enforce. So, I want
20 to give the benefit of the doubt, even though I
21 am a little disheartened that this body did not
22 choose to question any of the candidates before
23 the public as you grilled other committees,
24 commissioners, and things of that nature as if to
25 say that it is just okay that we have this list

1 and we're just going to approve it and keep it
2 moving and see what happens.

3 Considering the Veteran-Owned Business
4 Act which took two years to get on the books in
5 2014 is still gathering dust, and we still have
6 no numbers. I've asked for over two years to get
7 some percentage, some numbers, some background,
8 some data as to the minority business development
9 participation in the county. I have not received
10 that. And I know that we have very little, if
11 any, service-disabled or veteran-owned business
12 activity within the county.

13 So, again, since we pay the second
14 highest taxes in the country- I don't know. It
15 seems that we cannot win lawsuits in Nassau
16 County or in our related townships. Maybe the
17 related veteran business organizations should
18 actually sue to get the information or the input.
19 But I prefer that I'm not encouraging anyone to
20 do that because it really just increases our
21 taxes. And those underserved communities will
22 continue to be underserved. So, as these
23 committee members stand behind me I am hopeful
24 because I'm just very disappointed by the group
25 that sits before me. That we will actually do

1 something that's going to be inclusive of our
2 service-disabled veteran-owned businesses since
3 the majority of those who are going into the
4 military are people of color. Thank you.

5 LEGISLATOR ABRAHAMS: Thank you
6 Presiding Officer. I just have two quick things
7 to say. One, I want to recognize the fact that
8 the CEO of the Nassau EOC is here, Ms. Iris
9 Johnson to be recognized for the great work that
10 she does on behalf of the residents of Nassau
11 County.

12 And then secondly, if someone from the
13 administration is here- I don't know, Mike if you
14 could speak on this particular issue or if you
15 have to get to someone else, I believe one of the
16 previous members of the Minority Affairs Council,
17 Evangelist Reginald Benjamin, I do not see his
18 name on this list. Can someone from the
19 administration provide an update? From what I
20 understand, I believe he was asking to be
21 considered for this body as well.

22 MIKE SANTORAMO: Mike Santoramo. The
23 Reverend Benjamin will be submitted later. When
24 we got the- we were able to look at the resume.
25 When we got the resume, it was after we had

1 submitted other resolutions. There are a couple
2 of other names that we'll be submitting.
3 Hopefully for the June calendar.

4 LEGISLATOR ABRAHAMS: So, there'll be
5 more names in addition to, Reverend Benjamin?

6 MIKE SANTORAMO: Correct.

7 LEGISLATOR ABRAHAMS: Okay. Do you have
8 an idea, Mike on what that number will be in the
9 end?

10 MIKE SANTORAMO: Not total, in the end.
11 I think that we're looking at, right now
12 considering for the next go-around, I think we're
13 considering three names, right now.

14 LEGISLATOR ABRAHAMS: Okay. Thanks Mike.
15 Nothing further.

16 LEGISLATOR NICOLELLO: Without any
17 further debate or discussion.

18 MS. HARRIS: Hello, my name is MS.
19 Harris. I am the widow of the late Commissioner
20 Melvin Harris Jr. who was a part of the Minority
21 Affairs at the time of his death. I would like to
22 say I'm honored on this department choosing
23 people that worked with my husband at the time
24 before he passed. And I wish them success in
25 helping the minority to grow into this county.

1 Thank you.

2 LEGISLATOR NICOLELLO: Thank you. There
3 was another hand up I believe?

4 DOMENICA CALIFANO: Domenica Califano. I
5 am proud of the minority leader for them trying
6 to become something here, to be noticed.
7 Hopefully that you are all willing to work with
8 them and don't use selective enforcement or be
9 corrupted, like on some contracts that you all
10 did back in Operation VIP SPLASH that I've been
11 speaking about for many, many years here. You
12 picked and chose minority leaders, not all of
13 them to be on some of these contracts. You have
14 Rob Walker in Newsday yesterday, his mother's-

15 LEGISLATOR NICOLELLO: Do you want to
16 speak on this item?

17 DOMENICA CALIFANO: I am speaking about
18 the contracts and stuff-

19 LEGISLATOR NICOLELLO: We're not
20 speaking about contracts. If you want to speak
21 about the Minority Affairs Council, that's not,
22 then-

23 DOMENICA CALIFANO: Am I hitting a nerve
24 that you're blocking me out from speaking? I am
25 speaking about minority leaders and about who you

1 pick on some contracts and who not to-

2 LEGISLATOR NICOLELLO: No, you're not.

3 No, you're not.

4 DOMENICA CALIFANO: Yes, I was.

5 LEGISLATOR NICOLELLO: No, you're not.

6 Alright. So, if you have nothing to say about
7 this than we'll call you back up later for public
8 comment. Alright, I want to again- do we have any
9 other discussion?

10 LOUIE MENDEZ: I have one procedural
11 question based on the charter. If I may,
12 Presiding Officer?

13 LEGISLATOR NICOLELLO: Sure.

14 LOUIE MENDEZ: The charter calls for
15 three permanent votes. That's the CASA vote,
16 that's the EOC, and that's the Office of Women
17 Services as per the charter. So, the question
18 that I have with in line with Legislator Abrahams
19 is, what will be the final number of the Minority
20 Affairs Council? Right? You can only have so many
21 otherwise who's a minority could be in the
22 council. So, my concern would be to find out what
23 the final number would be in order for us to be
24 able to move ahead with an agenda. Sorry, I know
25 Santoramo is coming up.

1 MIKE SANTORAMO: That's a good question.
2 As it pertains to the Minority Affairs Council,
3 Mike Santoramo again, we have a representative
4 here, Melrose Corley from the EOC. We have a
5 representative who is on the CASA Board
6 submitted. That's Lucas Sanchez. And as far as my
7 understanding, is there is no longer a women's
8 services department or that was consolidated into
9 another department at some point in time in the
10 previous administration. If I'm incorrect- I
11 understand what the charter mandate is but am I-

12 LEGISLATOR NICOLELLO: We can look at
13 that going forward. But basically, at this point
14 we have a number of appointments today that we're
15 going to move on.

16 MIKE SANTORAMO: Okay. So, we have
17 representatives for two of those and as far as
18 what we believe exists when we are fulfilling the
19 requirement.

20 LEGISLATOR NICOLELLO: Okay. Legislator
21 Solages.

22 LEGISLATOR SOLAGES: Thank you very much
23 Presiding Officer. Good afternoon. Good afternoon
24 to the CEO the EOC, Ms. Iris Johnson. Nice to see
25 you here. Last year my colleagues and I held an

1 event in Elmont called the State of Black Nassau
2 County and what I was trying to do in that event
3 was trying to do one of the mandated roles of the
4 Office of Minority Affairs, which is to somehow
5 put together an assessment of the economic-socio
6 factors that are affecting minorities here in
7 Nassau County and beyond. And I ask that all of
8 the new persons that we appoint today- that I
9 look forward to confirming your appointment- but
10 that you please also conduct within that office
11 we're trying to promote some sort of study or
12 studies that will show what is happening to the
13 many minority communities here in Nassau County
14 in terms of economic-socio factors, the cost of
15 living, health issues, and other issues that are
16 important to these communities. So, you have a
17 very large task before you, but I wish you well
18 and I'm very confident that you will accomplish
19 that. Thank you.

20 LEGISLATOR NICOLELLO: Legislator Bynoe.

21 LEGISLATOR BYNOE: Thank you Presiding
22 Officer. Good afternoon to all of the appointees.
23 I'd like to be the first to offer some
24 congratulatory remarks as I suspect that you will
25 be confirmed. I'd also like to ask that body, the

1 council, to help me in modifying a piece of
2 legislation that I submitted and filed a couple
3 years back that would allow for microloans for
4 minority-owned businesses and also for service-
5 disabled veteran-businesses. I believe that
6 microloans will go a long way in being able to
7 ensure that all companies have an opportunity to
8 equally compete for business here in Nassau
9 County. I'd like to refile that piece of
10 legislation and I'm hopeful that my colleagues
11 here will be supportive of that piece of
12 legislation. But before refiling it, I'm looking
13 to engage with you and have some input from your
14 council. Thank you, and again congratulations.

15 LEGISLATOR NICOLELLO: Thank you. Any
16 other discussion? Okay, none. All in favor of the
17 appointments signify by saying aye.

18 Those opposed? They carry unanimously.
19 Congratulations and thank you. Next item will be
20 item 27, resolution number 72. It is a resolution
21 to confirm the County Executive's appointment of
22 Debra Wheat Williams to the Minority Affairs
23 Council. Please note that Minority Leader
24 Abrahams is recusing himself. He has left the
25 chambers and will not participate in the debate,

1 discussion, or vote. We have a motion to-
2 Legislator Kopel makes that motion, seconded by
3 Legislator Ford. Do you want to say a few words,
4 or no?

5 DEBRA WHEAT WILLIAMS: No, just thank
6 you and it would be an honor to serve.

7 LEGISLATOR NICOLELLO: Okay, thank you
8 for your service. Hearing no other discussion,
9 all in favor signify by saying aye. Aye. Those
10 opposed? Carries unanimously. Congratulations.
11 Item 2 is a local law to amend the Nassau County
12 charter to adjust the qualifications of
13 administrative employees of the fire commission.
14 Moved by Legislator Rhoads, seconded by
15 Legislator Birnbaum. Open the hearing. All in
16 favor of opening the hearing signify by saying
17 aye. Aye. Those opposed? Carries unanimously. The
18 hearing is open.

19 JOHN PRIEST: Thank you Presiding
20 Officer and members. The item before you is- I'm
21 sorry it's John Priest, Assistant Chief Fire
22 Marshal, Nassau County- the item before you is to
23 allow us to properly define and to clear up an
24 area of our hiring that was vague. All
25 inspectors, fire marshals, those doing

1 inspections require five years of service in a
2 volunteer fire department in order to take the
3 civil service test for those titles. There has
4 always been a part in our law that says those
5 being hired for clerical did not require that.
6 That was vague. We were looking for a legal
7 analyst, a budget analyst, and we were originally
8 told that people like that would need five years
9 of service in the volunteer fire service. That's
10 not what the law was. So, the law allows us to
11 make that a little more clear and to allow the
12 hiring of individuals for administrative
13 positions who would not necessarily be fire
14 department members and also gives the Chief Fire
15 Marshal the discretion to determine whether or
16 not particular positions require fire service
17 expertise.

18 LEGISLATOR NICOLELLO: Thank you
19 Assistant Chief Priest. Any questions? I think
20 that covered it very good. Any public comment? A
21 question from Legislator Birnbaum.

22 LEGISLATOR BIRNBAUM: Has this been a
23 problem in the past that there have been
24 positions that couldn't be filled because people
25 didn't have experience?

1 JOHN PRIEST: It has only come to light
2 recently in the last couple of years. We've had
3 some retirements and for example, to try to hire
4 a secretary to the Chief Fire Marshal. Suddenly
5 it was a discussion whether or not that would
6 need five years of service in the volunteer fire
7 service. So, it has become an issue recently as
8 it's been discussed.

9 LEGISLATOR NICOLELLO: Okay, thank you.
10 Any other debate or discussion? Any public
11 comment?

12 JACK MCCLOY: Jack McCloy, Baldwin
13 resident. With regards to this situation I would
14 like to get clarification as to whether these
15 administrative additions will be qualified for
16 reduced taxes within the district, or are they to
17 be outside the parameter? My understanding is
18 those getting tax breaks need to be qualified.
19 Will these new additions be getting the same tax
20 breaks as those who are qualified? Can I hear an
21 answer please?

22 LEGISLATOR NICOLELLO: Assistant Chief?
23 He's right behind you.

24 JOHN PRIEST: Certainly sir. Employment
25 by the Fire Marshal's Office does not qualify

1 anyone for the tax breaks. The requirement is an
2 active member or life member of a volunteer fire
3 department.

4 LEGISLATOR NICOLELLO: Okay, thank you.
5 Any other public comment? Hearing none, we have a
6 motion to close the hearing. Moved by Legislator
7 Ford, seconded by Legislator Rhoads. All in favor
8 of closing the hearing signify by saying aye.
9 Aye. Those opposed? The hearing is closed. We
10 will go to the local law, which is item 5. A
11 local law to amend a Nassau County charter to
12 adjust the qualifications of administrative
13 employees of the fire commission. Moved by
14 Legislator Rhoads, seconded by Legislator
15 DeRiggi-Whitton. This item is before the
16 Legislature. Any discussion at this point? Any
17 public comment? Hearing none, all in favor of
18 this local law signify by saying aye. Aye. Those
19 opposed? Carries unanimously.

20 Item 3 is another hearing. A local law to
21 amend the Nassau County administrative code to
22 prohibit the use and sale of sparkling devices.
23 Motion to open the hearing by Legislator
24 Schaefer, seconded by Legislator Ford. All in
25 favor of opening the hearing, signify by saying

1 aye. Aye. Those opposed? The hearing is open.

2 MR. PRIEST: Thank you sir, members.
3 John Priest Assistant Chief Fire Marshal. I am
4 joined on this item by Assistant Chief Fire
5 Marshal, Mike Uttaro and ex-Chief John Hennig,
6 the current Chairman of the Nassau County Fire
7 Commission.

8 Last year, the Consumer Product Safety
9 Commission stated that there were approximately
10 11,000 injuries as a result of the use of hand-
11 held sparkling devices. That was reported for the
12 year 2016, the last year we had proper numbers.
13 It should also be noted that the vast majority of
14 all fireworks injuries suffered by children 5
15 years of age and under are from sparkling
16 devices, hand-held devices. All of these
17 fireworks were prohibited for sale until 2015
18 when the state allowed their sale at certain
19 times. We are asking Nassau County to opt out of
20 that state law.

21 It should be noted that these fountain
22 type sparklers are used- besides used by
23 children- they are used in catering halls.
24 They're commonly known as fountain type. They
25 burn at over- between 1,200 and 1,600 degrees

1 Fahrenheit and easily can set fire to decorations
2 and combustible materials. As a matter of fact we
3 had fire marshals in a catering hall on a purely
4 coincidental inspection as a waitress lit one of
5 these sparkling devices and darned near lit the
6 entire table on fire from the sparks.

7 We had another issue where fire marshals,
8 again on a routine inspection, found an entire
9 case of these sparkling devices stored on top of
10 an energized transformer in the electrical room.
11 And when asked why they would put fireworks on
12 top of an electrical transformer, they said that
13 the box had gotten wet and the transformer was
14 warm, and they wanted to dry off the box.

15 The Fireman's Association in the State of
16 New York and the New York State Fire Marshal's
17 association are very much in favor of this and
18 Suffolk County has already opted out of the law
19 and request that you do the same.

20 LEGISLATOR NICOLELLO: I just have one
21 question and we'll open it up to the other
22 legislators. Our choice today is to opt out or
23 not opt out. We can't change the definitions or
24 remove certain devices or include other devices,
25 correct?

1 MIKE UTTARO: Correct. Mike Uttaro,
2 Assistant Chief, Nassau County Fire Marshal. Yes,
3 the previous law was a law that was put on the
4 book and you had to opt into the law. Which
5 Nassau County did not do. The law changed last
6 year and now you have to opt out of the law or
7 else you will be legally able to sell them.
8 Currently because the state law does not provide
9 just sparklers or a specific device. The devices
10 as a whole. Sparkling devices, period.

11 LEGISLATOR NICOLELLO: Okay, thank you.
12 Legislator Solages?

13 LEGISLATOR SOLAGES: Thank you,
14 Presiding Officer. Just briefly, how many
15 particular accidents do we have in Nassau County
16 last year with respect to these sparklers? Are
17 you aware?

18 MIKE UTTARO: Last year of course they
19 were illegal. But we don't have any statistics as
20 far as how many actual injuries. But as we all
21 watched the news every year around the time of
22 July 4th, where the sales would be allowed July
23 4th and New Year's Eve, there is always a story
24 that we watch on the news or read in the
25 newspaper regarding some type of injury from

1 these type of fireworks.

2 LEGISLATOR SOLAGES: I understand. Just
3 to note, in addition to catering halls, these
4 sparklers are also used at night clubs when
5 people celebrate their birthday and for other
6 purposes so please be aware of that.

7 MR. UTARRO: Yes. Well those just to
8 clarify too without going off the point, the
9 items you use in these night clubs sometimes
10 they're lit on top of bottles of alcohol and
11 other types- those are illegal outright. Since
12 the fire in Rhode Island that killed 100 people,
13 those have never been permitted in Nassau County
14 and we actively go after these catering halls to
15 let them know, advise them, educate them, and at
16 times issue violations to ensure that they do not
17 use these devices inside of any building in
18 Nassau County.

19 LEGISLATOR NICOLELLO: Any other debate
20 or discussion? Thank you Assistant Chief Uttaro.
21 Do we have any public comment? Hearing none,
22 let's have a motion to close the hearing. A
23 motion to close the hearing by Deputy Presiding
24 Officer Kopel, seconded by Legislator Bynoe. All
25 of those in favor of closing the hearing signify

1 by saying aye. Aye. All those opposed? The
2 hearing is closed. We'll go to a vote on the
3 local law which is item 6. A local law to amend
4 the Nassau County administrative code to prohibit
5 the use and sale of sparkling devices. Moved by
6 Legislator Walker, seconded by Legislator
7 Schaefer. The local is before the committee. Any
8 debate or discussion? Hearing none, all those in
9 favor signify by saying aye. Aye. All those
10 opposed? Carries unanimously. Items 7 and 8, I'll
11 read these quickly. These are ordinances making
12 certain determinations pursuant to SEQRA, a grant
13 of easements to the Long Island Electric Utility
14 SERVCO, LLC as agent of and acting on behalf of
15 the Long Island Lighting Company doing business
16 as LIPAA as well as to Keyspan Gas East
17 Corporation d/b/a National Grid regarding county
18 owned property located in Uniondale. Moved by
19 Legislator Kennedy, seconded by Legislator
20 Lafazan. The items are before the committee.

21 KEVIN WALSH: Good afternoon
22 Legislators. I'm Kevin Walsh with the Office of
23 Real Estate Services. Both the items you called
24 are utility easements in the Mitchell Field area
25 on Charles Lindbergh Boulevard. The first

1 easement is an easement for PSEG to erect a new
2 substation in property merely adjacent to the
3 existing Suez Trigen Plant to serve the growing
4 needs in the Hub. And the second easement is for
5 National Grid along the Charles Lindbergh Roadway
6 just in front of the PSEG easement for a gas
7 regulator infrastructure, in the right of way of
8 the county property. Both these easements have
9 been approved by Nassau Community College because
10 this is land that's really helping for the
11 purposes of the college. And both of these are
12 permanent easements where the county has procured
13 appraisals and we'll be getting fair market value
14 for the value of these easements.

15 LEGISLATOR NICOLELLO: Here's the
16 question that we have. With the cancellation of
17 the lease or the option on the lease, and the
18 indication that we are going to be considering
19 different alternatives on the Hub property. And
20 understand that these have to do with energy
21 generation, how do we know what energy generation
22 is going to be necessary? And whether these
23 easements are going to be sufficient if we don't
24 know what's going to happen on the Hub?

25 KEVIN WALSH: Well, we know already some

1 of the growth in the area. For example, one of
2 the big needs of a user is the Memorial Sloane
3 Kettering Project which is already under
4 construction and expansion out of the college
5 itself with the life sciences building, some of
6 the other construction. There are representatives
7 here from PSEG if you'd like, I can get some more
8 detail on that.

9 LEGISLATOR NICOLELLO: Well again, is
10 the county representing that they feel that the
11 proposed energy generation will cover any
12 potential development of the Hub?

13 KEVIN WALSH: I don't know the
14 substation need has been a need that's been
15 looked at with the county for quite a period of
16 time trying to find the location. The appropriate
17 location to meet the needs and the growth of the
18 Hub area in general.

19 LEGISLATOR NICOLELLO: If there are
20 different and additional needs, could we amend or
21 change the easement at a later date?

22 KEVIN WALSH: We could amend an easement
23 if the area was necessary to be expanded and so-
24 forth. No one's reached out to me saying that's
25 necessary at this point. The piece of land we're

1 looking at is less than an acre. It's currently
2 under-utilized land.

3 LEGISLATOR NICOLELLO: Can you take the
4 easement away? Is it revocable?

5 KEVIN WALSH: There are termination
6 rights in the easement, yes.

7 LEGISLATOR NICOLELLO: And the
8 termination, do you know what those are?

9 KEVIN WALSH: I would need to review.
10 I'm sure there's some- for cause for things.
11 Plus, the plants have to be approved by DPW to
12 make sure its consistent with county
13 infrastructure as well.

14 LEGISLATOR NICOLELLO: Okay, somebody
15 would like to address this?

16 LISANNE ALTMAN: Legislator, how are
17 you?

18 LEGISLATOR NICOLELLO: Good.

19 LISANNE ALTMAN: Lisanne Altman, PSEG
20 Long Island. How are you?

21 LEGISLATOR NICOLELLO: Hey, Lisanne. How
22 are you? Welcome back.

23 LISANNE ALTMAN: We have a project
24 manager here, Pete Montalvo. I just want to make
25 sure we correct the record. We're not going to be

1 generating electricity there. So, the- and he can
2 explain the purpose of the substation to step
3 down the power. So, there's no generation going
4 on per se.

5 LEGISLATOR NICOLELLO: Okay.

6 LISANNE ALTMAN: So, yeah. I just want
7 to make that clear. Or so, right now what you
8 have is a low-constrained area there and you're
9 going to build a police academy and you've
10 already gotten Memorial Sloane Kettering. And so,
11 if we were not able to build a substation to step
12 down the power, you'd be in a situation where you
13 would not have enough power in this area. So, I
14 don't want the committee to think that PSEG Long
15 Island doesn't have enough power, we have plenty.

16 LEGISLATOR NICOLELLO: Right.

17 LISANNE ALTMAN: But when you get in a
18 low-constrained area you need to build a new
19 substation, so you can step down the power so
20 that you can bring it to the new customer that
21 you're going to have there. Okay.

22 LEGISLATOR NICOLELLO: Okay. I don't
23 know if you want to add.

24 PETER MONTALVO: Sure, I can add. Peter
25 Montalvo with PSEG Long Island. So, this station

1 that we're proposing is for the developments that
2 are in process, and that's the load that we are
3 expecting. The surrounding two substations are at
4 maximum load right now as they currently stand.
5 So, the construction that is in process is what
6 we are participating in building a substation
7 for. If anything changes further on, this was
8 originally for the proposed plan of the 40 acre
9 development and that's what our sub-proposed
10 substation will cover. However, if there is
11 additional beyond the 40 acre plan and more there
12 will be a need to talk about where we can
13 maximize our load. Our load is for 48 MVA is what
14 we are-

15 LEGISLATOR FORD: First I have to say,
16 Lisanne it's a pleasure to see you. Miss you. So,
17 what you're saying with the substation that
18 currently- the one that you want to build will
19 accommodate the developments of the 40 acres of
20 land?

21 PETER MONTALVO: Right.

22 LEGISLATOR FORD: Right now we have
23 enough energy for the Coliseum, for Sloane
24 Kettering, and so forth. So, then the proposed
25 developments of the Hub area- this is what you're

1 planning for. So, I guess the concern would be
2 that currently we do not know what's going to be
3 built in that area. So, do you anticipate- I'm
4 sure you must have models that you work off of
5 that you would know if you had so many units of
6 housing, businesses, so forth that you would need
7 a certain amount of- to be able to provide power
8 basically to all of these things. Do you have
9 room in your plan? Like if it was something that
10 added- do you have room to expand? Or do you have
11 to then build another substation?

12 PETER MONTALVO: It would be hard to say
13 exactly right now, not knowing what exactly the
14 load will be. Usually we request a load letter to
15 say this is how much power we need by this much
16 time. So, yes, there is additional power. There
17 is a max of 48 MVA that we are allowed. But a
18 possibility of expanding or an additional
19 substation is there because this substation may
20 not be enough if the load increases
21 substantially. You know, depending on what the
22 development of a 70 acre, or something like that
23 would-

24 LEGISLATOR FORD: So, then I'm going to
25 guess that when we look forward to an RFP and

1 we're looking to see different ideas of what we
2 might have for the Hub, that they'll bring you
3 into the discussion. Because power distribution
4 is going to be paramount in what they want to
5 develop. Because our concern would be that if
6 they're going to build something we would like to
7 have it done basically as soon as possible, not
8 rushing anything. But in order not to have
9 anything held up because then we have to then
10 find another location for another substation to
11 try to work that in. So, I'm hoping that you will
12 be able to be at that table when they're
13 discussing what they're going to be doing and
14 what they're going to develop at that Hub.

15 PETER MONTALVO: Yes, yes. I think that
16 would be great to be part of the planning process
17 and understanding if there is a location that can
18 be worked on in the development or things to be
19 worked on for us to accommodate a possible new
20 substation and new lines coming from different
21 areas. I think that would be very beneficial for
22 everyone involved.

23 LEGISLATOR ABRAHAMS: Thank you
24 Presiding Officer. I notice this is more of a
25 technical issue and first of all, Lisanne it's

1 good to see you again. I think I'm one- I think
2 me, Denise, Vinny, and Rich actually served with
3 you. We're still holding on. I did have a
4 technical question. I noticed- I don't know if it
5 was something that maybe was conveyed from PSEG
6 Long Island or it was something conveyed by the
7 administration, their backup, but several parts
8 of the backup it mentions where you're building
9 the substation as East Garden City. I just want
10 to clarify for the record, that's Uniondale. It
11 keeps coming up in different avenues that keeps
12 referencing East Garden City. But every time it's
13 not corrected it's a document that goes out that
14 believes it is East Garden City, when its
15 *actually* Uniondale.

16 KEVIN WALSH: That's correct,
17 Legislator. I know a lot of times when I'm
18 submitting packages be it to this body, I've been
19 putting Uniondale/East Garden City. I think
20 technically the census may still show East Garden
21 City even though it's going to be formally
22 Uniondale at some point. It should reflect
23 Uniondale/East Garden City. That's usually the
24 way I've been presenting.

25 LEGISLATOR ABRAHAMS: He said- I'm

1 sorry, I missed what you said-

2 KEVIN WALSH: I don't know if it's
3 formerly- is it formerly? I don't know the
4 answer, my understanding is-

5 LEGISLATOR ABRAHAMS: No, it's
6 Uniondale-

7 KEVIN WALSH: It is Uniondale? Okay-

8 LEGISLATOR ABRAHAMS: It's definitely
9 Uniondale. East Garden City is-

10 KEVIN WALSH: This is formerly- this is
11 Uniondale.

12 LEGISLATOR ABRAHAMS: Oh, okay. Oh...

13 Oh, I'm sorry I thought you said
14 *formally*. Forget it. I gotcha.

15 KEVIN WALSH: Yes.

16 LEGISLATOR ABRAHAMS: Yes, what you said
17 is right. I'm sorry- again, I just wanted to make
18 the note for the record. But thank you for that
19 clarification.

20 LEGISLATOR NICOLELLO: East Garden City
21 doesn't exist.

22 LEGISLATOR ABRAHAMS: No, it doesn't. I
23 don't want to get in a debate in this discussion,
24 but East Garden City does not exist. It's a town
25 that's been created by realtors and some cases

1 has been perpetuated by certain levels of
2 government. But it does not have a zip code, it
3 does not have a post office, it does not exist.
4 It is being created for other reasons which I
5 don't really want to get into on the floor. But
6 it's been created- Uniondale goes all the way up
7 to the Stewart Avenue line and the school
8 district goes all the way up to Old Country Road,
9 so. This property is definitely within those
10 confines. So, I just want to be sure and correct
11 the record that it is Uniondale, not East Garden
12 City.

13 LEGISLATOR NICOLELLO: I think- Walker
14 has a question?

15 LEGISLATOR WALKER: Just to- I know you
16 said that, should you see the development that is
17 planned there and if you needed to look for a
18 spot to an additional substation or add, wouldn't
19 it be easier to wait to see what's there and then
20 have the amount of power that you need? That you
21 know you need? Instead of guessing, hoping- you
22 know that you would at least need 40 but if you
23 need more, then you have to figure something else
24 out?

25 LISANNE ALTMAN: Pete can add to this,

1 but the need is now. And these substations take a
2 while to plan, maybe a year or so and then to
3 also build them. So, we wouldn't want the county
4 or any of that surrounding area be in a situation
5 where we don't have power for you. And that's
6 really what it would come down to. So, it's
7 really, extremely important that we install this
8 substation, get it up and running. Like I said,
9 your police academy needs to be built, MSK is
10 finishing up, and it's of extreme important that
11 we get this done.

12 LEGISLATOR WALKER: So, in your planning
13 process it takes a year to plan, if information
14 came in that we are now looking to do this type
15 of development there and you realize that we
16 would need more before it's actually done, you
17 could possibly come back to us and add to your
18 existing- in your planning, add to it-

19 LISANNE ALTMAN: I'm going to let Pete
20 answer that, but I mean, I don't think that we
21 could add on to that substation. We'd have to
22 build another one, right?

23 PETER MONTALVO: As of right now, our
24 goal is to build a two bank transformers for this
25 proposed 40 acre development. And our in-service

1 date- just to show you how long it takes from
2 planning to design. And completion is for June of
3 '20 for the first phase and June of '22 for the
4 next phase. So, that just goes to show how long
5 we are out. So, the decisions that need to be
6 made now about the land- like we just went
7 through a project, Mitchell Gardens and a
8 distribution route as a mandate just for this
9 summer to make sure that we were able to supply
10 those other two load pockets that are at maximum
11 level and so the need is now really to make this
12 decision.

13 LEGISLATOR NICOLELLO: Legislator
14 Schaefer has a question.

15 LEGISLATOR SCHAEFER: I just have a
16 quick question. You referred to it earlier as
17 stepping down the power? What does that mean?
18 That sounds different from what you're saying.
19 Could you clarify for me?

20 PETER MONTALVO: So, stepping down means
21 taking something of a higher voltage and bringing
22 it down to a lower voltage. So, what we have that
23 is generated is from other areas. This substation
24 will take 138,000 volts and step it down to
25 13,000 volts. Alright? So, it brings it down to a

1 distribution level and that is what you see in
2 the streets most likely. Through your houses is
3 13,000 on the wooden poles that are 35 feet high
4 and then into your house will eventually be
5 120,000 volts.

6 LEGISLATOR SCHAEFER: So, it just kind
7 of redistributes it?

8 PETER MONTALVO: That's all it is. It's
9 a distribution station.

10 LEGISLATOR SCHAEFER: Thank you.

11 LEGISLATOR NICOLELLO: Any other
12 questions? Thank you. Thank you Lisanne, it's
13 great to see you back.

14 LISANNE ALTMAN: And before I leave, I
15 just want to thank your real estate folks,
16 they've been tremendous and your DPW people have
17 gone above and beyond to help us. So, thank you
18 to them.

19 LEGISLATOR NICOLELLO: Great, thanks.

20 KEVIN WALSH: Thank you legislators.

21 LEGISLATOR NICOLELLO: Thank you Mr.
22 Walsh. Any public comment?

23 JACK MCCLOY: Jack McCloy, Baldwin
24 resident. I'd like to clarify what the gentleman
25 just said. He said that the voltage coming into

1 the house is 120,000 volts. That's incorrect. 120
2 volts current comes into a house. And my concern
3 is that in Newsday it's been well documented that
4 the County Executive has been considering various
5 proposals for this parcel. I think Legislator
6 Walker is right on the money with regards to,
7 "let's give an opportunity to size-up what's
8 going to be built first, how much power it's
9 going to be needed for the project, and then put
10 the proposal together for the right size package
11 for what's going to be proposed."

12 Right now, I applaud your thinking that
13 why should you go ahead with developing this site
14 for a particular power range when you don't know
15 what the power range is going to be? You have
16 Mike Santoramo right here, right now. I think he
17 could bring the information back to the County
18 Executive and say, "Let's get an idea what's
19 going to be built in there?" And make the
20 decision maybe at the next session or as late as
21 the session after that. It doesn't have to be
22 decided today. I think that the decision to be
23 made has a coin flipness to whether you're making
24 a right decision if it goes into today's session.
25 My suggestion is it be bumped. Thank you.

1 LEGISLATOR BYNOE: I'm sorry, Presiding
2 Officer.

3 LEGISLATOR NICOLELLO: Sure.

4 LEGISLATOR BYNOE: That actually bubbled
5 up a question for me. I may have missed it if
6 someone else asked this question, but I would ask
7 that you indulge me. With Sloan Kettering- I'm
8 sorry, Ms. Altman and the gentleman from your
9 company, Peter? Thank you. Good afternoon. So,
10 with Sloane Kettering coming, in the immediate we
11 would not have enough capacity to be able to
12 support them, is that correct?

13 PETER MONTALVO: That is correct.

14 LEGISLATOR BYNOE: Thank you.

15 LEGISLATOR NICOLELLO: Alright, any
16 other questions? Thank you, again. There was
17 another public comment.

18 MS. HARRIS: MS. Harris, Uniondale. I
19 would like to know with that saying that coming
20 to the substation that there would need to be
21 more power. Would that affect the homes? Where
22 they would have to do more poles? Because maybe
23 they can take down the broken poles that they
24 have in Uniondale.

25 LEGISLATOR NICOLELLO: Peter, you may

1 want to answer that? The first part of the
2 question was whether it would affect the homes in
3 the area.

4 PETER MONTALVO: It would not affect the
5 homes in the area. There is a distribution aspect
6 going down to 13,000 volts that we will be
7 replacing certain overhead lines and underground
8 lines. But those areas are specified where we'll
9 be replacing that conductor and any poles along
10 that reconductor are considered to be replaced.
11 We don't have any additional plans to replace any
12 poles that aren't affected specifically by this
13 project.

14 MS. HARRIS: The broken ones will not be
15 affected?

16 LEGISLATOR ABRAHAMS: I think Ms. Harris
17 brings up a good point in regard to- maybe the
18 ones there that are not going to be impacted, but
19 generally, and I can't speak for all the
20 legislators, but generally it seems like there's
21 a lot of broken poles, two poles strapped
22 together situations all throughout the county. I
23 mean, I see them in my district, I see them all
24 throughout the county. What is the best way for-
25 I know our office we call. I see a good friend of

1 mine, Chris Chaffee who's here from PSEG that we
2 call and harass him all the time about this kind
3 of stuff. But what's the best way for us to
4 communicate, because we get these concerns from
5 our constituents quite a bit. I know it's off
6 topic and it has nothing to do with the
7 substation, but since Ms. Harris brought it up
8 during public comment, I think it's worthy of a
9 response.

10 PETER MONTALVO: Okay. I mean I have one
11 response is that a lot of times when we're
12 replacing the poles we install that second pole
13 and we will switch our lines onto the new pole.
14 Whereas the old poles have to stay because they
15 might have cable or TV, or telephone lines that
16 are still on them which we are not responsible
17 for.

18 LEGISLATOR ABRAHAMS: Ah.

19 PETER MONTALVO: So, Verizon will be on
20 the hook for taking their lines and putting on
21 the new pole and removing that shortened pole. A
22 lot of times that doesn't happen right away. I
23 would say a lot of times there is a very large
24 lack in that. That might be the answer to a lot
25 of questions. I think it's a very common-

1 LEGISLATOR ABRAHAMS: I guess the
2 question is- so a pole gets broken, you guys put
3 up a new pole, you strap your old pole to the new
4 pole and then what ends up happening is you
5 switch your stuff over to the new pole but
6 Verizon, Optimum, they have to switch their stuff
7 over. Are they then responsible for taking down
8 that old pole?

9 PETER MONTALVO: Yes. It is the last one
10 off that is responsible.

11 LISANNE ALTMAN: Can I add something?

12 LEGISLATOR ABRAHAMS: It just creates
13 like a nightmare, somebody's going to say, "I
14 wasn't last, I wasn't last."

15 LISANNE ALTMAN: So, just so I could
16 explain. There is a state system called ENGINES
17 and I'm going to try to remember what it stands
18 for. It's some kind of joint utility, something
19 or other. And so, it spells out exactly how
20 utilities have to handle these situations. I
21 mean, if you ask my opinion it's not a very good
22 set-up. And so, it actually impacts folks either
23 where we've done a FEMA project, or we come
24 through and do any kind of project or where we do
25 something in the community and do some kind of a

1 repair.

2 And so, what happens is, as Pete said, we
3 do our work, we top off the old pole and then
4 you're going to have Cablevision and Verizon
5 which theoretically have 30 days to remove their
6 service and then the last guy off the pole is
7 supposed to get rid of the pole.

8 But as you can imagine with the issues
9 that Verizon has had over the last few years with
10 the strike and cutting back personnel, when
11 Verizon is the last guy on the pole, sometimes
12 it's a real problem. And so, this is actually
13 something you could bring up to your state
14 legislators as well, because there really should
15 be a better- to me, having to work with it, there
16 should be a better way to do this. And for you, I
17 mean if there are specific areas you're concerned
18 about I'm going to give you my card and call me
19 and let's work on them together, okay? Okay.

20 LEGISLATOR ABRAHAMS: Thank you,
21 Lisanne.

22 MS. HARRIS: Because of this, since the
23 streetscaping has come along, does that mean that
24 other things are going to happen with this
25 project, where they're going to be putting poles?

1 LEGISLATOR ABRAHAMS: Ms. Harris'
2 questions is tied to- there's going to be a
3 beautification project off of Uniondale Avenue,
4 which is south of the area being designate. Will
5 there be any impact to the corridor of Uniondale
6 Avenue due to this substation being put in?

7 PETER MONTALVO: I'm not familiar with
8 the streetscaping project, me personally. I don't
9 know if Chris is.

10 LEGISLATOR ABRAHAMS: The streetscape
11 project is basically a beautification project,
12 but I guess her question is more tied to, could
13 potentially any poles be impacted by this
14 substation being installed on Charles Lindbergh?
15 So, if you know the community, Charles Lindbergh
16 is north of Uniondale Avenue. Uniondale Avenue
17 feeds into what is Earl Overton, which feeds into
18 the college. And then from there, you would
19 eventually get into Charles Lindbergh by making
20 that left. I guess the question is, the county is
21 getting ready to embark on a streetscape,
22 actually we're looking to break ground hopefully
23 by next month. So- I can't hear you Ms.

24 MS. HARRIS: I'm sorry, she stated that
25 maybe the underground, that they'll have to do

1 stuff underground too so that we're all tied in
2 with that, crossing over.

3 LEGISLATOR ABRAHAMS: I'm just being
4 honest, Ms. Harris- No, no, no. They don't know
5 what the streetscaping is. If we have to pay for
6 the undergrounding in the county, it's about 1.2
7 million per block. It increases the price of the
8 project tremendously. And maybe that's something
9 we consider down the road, but I would rather put
10 that money into other beautifications of
11 Uniondale as well. But, Chris were you going to
12 say something?

13 CHRIS CHAFFEE: Yeah. Good afternoon
14 legislator. It's nice to see many of you. Just to
15 follow up on that question specifically- sure
16 Chris Chaffee- we don't have a final design that
17 we could tell you one way or another whether or
18 not Uniondale Avenue would be impacted. But what
19 I can promise you is that when there is a final
20 design we'll be happy to talk to well beforehand.

21 LEGISLATOR ABRAHAMS: Okay. Chris I'll
22 have you come out and we'll meet with Nostrand
23 Gardens and we'll sit down with them and figure
24 out if it is impacted. If it's not impacted,
25 then-

1 CHRIS CHAFFEE: Right. Absolutely.

2 LEGISLATOR ABRAHAMS: Appreciate it.

3 LEGISLATOR FORD: I just want to point
4 out, Ms. Harris I know that you were talking
5 about the poles and just to let you know that we
6 had passed legislation so that we are going to
7 start fining utilities for not in a timely manner
8 removing these damaged poles. And we've hit some
9 road blocks in trying to get enforcement and so
10 forth. But the good news is that we've been
11 meeting with our county attorney, Jarred Kasschau
12 who has agreed to help us to try to facilitate
13 this and to become a little bit more proactive
14 and aggressive in our approach that we can get
15 it. Because it is a common problem and I know
16 that, in most cases, PSEG will breathe easier
17 because they know that they are always the first
18 ones. They replace the pole and they're the ones
19 who first move their electric from the damaged
20 pole to the new pole and it always seems that it
21 will be Verizon, because they're the lowest of
22 the utilities that are on the poles that have to
23 remove their wires. So, we'll be hopefully soon
24 sending out letters and putting Verizon on notice
25 that they will be fined for not- maybe I'd feel

1 little sympathetic for them since they don't have
2 enough people, but they shouldn't have let so
3 many technicians go because they knew for years
4 we were going to start going after them on this.
5 So, hopefully we'll start seeing some movement on
6 this and it'll get rid of a lot of the unsightly
7 and unsafe poles that are in your neighborhoods.

8 MS. HARRIS: Well, I believe it's long
9 enough since Sandy that these poles have been up.
10 So, I think that for some reason they should be
11 fined.

12 LEGISLATOR FORD: Oh, I agree with you
13 100 percent and we are going to definitely start
14 going after them. Thank you though.

15 META MEREDAY: Meta Mereday, Baldwin
16 resident. With regard to this-

17 LEGISLATOR DERIGGI-WHITTON: I just
18 want to finish, just before the-

19 CHARIMAN NICOLELLO: Go ahead, sure.

20 LEGISLATOR DERIGGI-WHITTON: I just had
21 one quick question before public comment. It's
22 good to have you back here. I'm sorry to kind of
23 bombard you, but I've never seen anything like
24 this. But they just put a new telephone pole in
25 on Prospect Avenue in Seacliff, it's in the

1 middle of the sidewalk. It was just put in. So,
2 if someone could just take a look at that. I've
3 really never seen anything like it before. I'd
4 really appreciate it.

5 LEGISLATOR NICOLELLO: Okay. Public
6 comment?

7 MS. MEREDAY: Meta J. Mereday, Baldwin
8 resident. I'm hoping since there seems to be
9 concern from this side and this side that this
10 issue could possibly be tabled. And I'm also
11 concerned that this issue was incorporated
12 against any initial plan. I guess everybody was
13 just so happy to support something that had to do
14 with the Hub, and I was one of the few people in
15 that discussion that asked for some
16 consideration, let's step back, let's review some
17 things. I mean again, that was before since the
18 governing body for this entity seems to be
19 Newsday. That was kind of before Newsday came out
20 with, you know the indictments and certain things
21 with our elected officials. But again, Newsday is
22 not my elected official. All of you are. So, I'm
23 basically holding you all responsible to address
24 this scenario to its best outcome so you don't
25 have to keep coming back for easements and

1 waivers and grievances and changes that become
2 taxes and surcharges and additional costs, and
3 program cuts for the residents here.

4 Because particularly if we're looking at
5 the infamous word, or that acronym called PILOTS,
6 which is becoming to me a new form of a DEBITS
7 and term a DEBETS as "Deal Exceptionally Bad
8 Expanding Taxpayers Suffering," DEBETS. So, I'm
9 hoping that we can address that. And coming off
10 of a Town of Hempstead meeting yesterday where
11 they have to find out, I believe they said over
12 \$82 million in judgments that involve Nassau
13 County taxing poles at it pertains to a number of
14 utilities including PSEG, I just find it
15 interesting that this discussion is coming up
16 about this broken poles because again, the burden
17 and responsibility is falling on the taxpayer.

18 So, it would be hopeful, again we're
19 supposed to be more inclusive and progressive and
20 proactive in 2018. It seems we're going down the
21 same roads. And the bad roads to begin with,
22 because I'm happy to hear that Uniondale is
23 finally getting their streetscaping, but if I can
24 tell you about the utilities that are already dug
25 up, Grand Avenue which took us a number of years

1 to actually get those roads done. It's really
2 back almost to the conditions that they were
3 previously in. The potholes and the craters that
4 are being encouraged- just coming over here
5 today, I passed at least four utility related-

6 LEGISLATOR NICOLELLO: Okay, you know,
7 we're talking about the easements.

8 META MEREDAY: I am talking about the
9 easements.

10 LEGISLATOR NICOLELLO: You keep
11 repeating the same things over and over again.

12 META MEREDAY: I am talking about the
13 easements. How are you going to prove something
14 that you don't have a full idea of what is going
15 on in the Hub? To be specific, you need
16 background information and I have a right to
17 speak which you precluded me having before. So,
18 now that I have my additional time since you
19 decided to include yourself into my speaking.

20 As I said, I am hoping that you do take a
21 step back and you feel free to read your own
22 record of this meeting when I said that. And take
23 a step back from putting this easement in
24 process until you have all of the facts. Or
25 you're going to be repeating the same thing to

1 the detriment of the taxpayers. Is that related
2 to that discussion?

3 CLERK PULITZER: Madam, your time has
4 expired.

5 META MEREDAY: I'm sure it has, but does
6 that relate to the discussion? I just want to be
7 clear.

8 LEGISLATOR NICOLELLO: You did make your
9 way back there. Thank you.

10 META MEREDAY: I appreciate you
11 commenting on that. Thank you.

12 LEGISLATOR NICOLELLO: Mr. McCloy you
13 already spoke, but you have something you want to
14 say?

15 JACK MCCLOY: Yes, regarding the poles.
16 I just wanted to mention quickly that the poles
17 on my block had been changed to the new higher
18 poles over six months ago. They've removed the
19 old poles. I called PSEG, they said that the
20 other utilities have to move theirs to the new
21 poles. But I think over six months is an
22 exceptionally long time to wait. I contacted my
23 legislator over a month ago. Nothing has
24 happened. Ms. Ford, I will contact you because if
25 there is a fine that should be imposed to them

1 waiting for an unreasonable amount of time, that
2 certainly applies to my block. Thank you.

3 LEGISLATOR NICOLELLO: Call the items
4 for a vote. Now, all in favor of these items
5 signify by saying aye. Aye. Those opposed? The
6 items carry unanimously. The next two items, one
7 has to do with the contract with Transdev and
8 then following that we're pulling an emergency
9 with respect to a budget transfer affecting the
10 Long Island Regional Planning Council.

11 So, we're going to item 56, ordinance
12 number 26. An ordinance to authorize the County
13 Executive to execute an amendment to a contract
14 with Transdev Service Inc. for the management,
15 operation, and maintenance of a Nassau County bus
16 system. A motion to untable by Legislator
17 McKevitt, seconded by Legislator Ferretti. All in
18 favor of un-tabling signify by saying aye. Aye.
19 All those opposed? The ordinance is now back on
20 the table. Mr. Setzer is here?

21 SHARON PERSAUD: Sharon Persaud, good
22 afternoon, The Department of Public Works. This
23 is an amendment to the existing contract between
24 Nassau County and Transdev. It reflects an
25 adjustment to the 2017 approved and fully funded

1 budget. And it also reflects an adjustment to the
2 remaining years on the contract, depending on
3 funding availability. Mr. Setzer is here for any
4 extended questions that you have concerning this
5 amendment.

6 LEGISLATOR NICOLELLO: We'd like to hear
7 a presentation, from you Mr. Setzer, about what
8 this is in addition to the presentation we just
9 had.

10 MICHAEL SETZER: Okay, I thank you
11 Presiding Officer, legislators. This is an
12 amendment that raises the ceiling of the not-to-
13 exceed amount so that it corresponds to the funds
14 that have actually been budgeted and appropriated
15 in 2017 and 2018. And provides sufficient room in
16 the remaining three years of the contract so that
17 if the county experiences good fortune in funding
18 in terms of money from fare box, money coming
19 from the state, or from any other sources, there
20 is room to commit those funds through the budget
21 process to adding or maintaining service. This is
22 essentially a housekeeping issue that trues up
23 the contractual terms with the actual available
24 funding but doesn't provide any funding itself.
25 It simply makes it possible for available funding

1 to be applied.

2 If I could just make one quick comment,
3 this is a little bit confusing and I've asked the
4 question why do we even have this and that's a
5 good question. When the contract law was
6 negotiated back in 2011, the MTA was packing up
7 and moving out, we were getting ready to move in.
8 It was understood by the county that future
9 funding couldn't predict even one year in
10 advance, let alone five or ten years in advance.
11 And so, the contract had to provide a very
12 flexible approach, so that as funding became
13 known in each year, we could adjust the service
14 level to whatever funds were available. And
15 without going into detail, that has proven to be
16 the case every year. Those not-to-exceed amounts
17 were added in at the last minute by the county
18 for some technical reason and they have provided
19 all of the misunderstanding that we're talking
20 about now in that the not-to-exceed amounts have
21 every year been insufficient to match up to the
22 funds that were available to the county. So,
23 every year you have acted on an amendment to
24 raise that not-to-exceed amount because the
25 alternative would be to have less service while

1 leaving money on the table most in Albany, and
2 nobody here would think that was a good idea.

3 LEGISLATOR NICOLELLO: These are, which
4 you're describing as not-to-exceed amounts, so
5 they're not binding in terms of the funding the
6 county must provide. We don't have to meet those
7 numbers every year.

8 MICHAEL SELTZER: Correct.

9 LEGISLATOR NICOLELLO: But it allows us
10 to in case we have additional funding to go up to
11 those numbers.

12 MICHAEL SELTZER: Yes, that's correct,
13 Presiding Officer.

14 LEGISLATOR NICOLELLO: Alright, so I
15 think that's one of the major issues. Anyone else
16 have questions? Legislator McKeivitt.

17 LEGISLATOR MCKEVITT: Yes, thank you
18 very much. So, just really to reiterate. What
19 we're really doing here is I guess for the past
20 years is really just rectifying the books.
21 Because what we had was, you're asking what those
22 numbers were but as you're closing out 2017, you
23 saw what the actual amounts were, so you're
24 trying to raise that to that amount? And I guess
25 for future years trying to match as well so you

1 don't have to keep coming here year after year
2 for acceptance of help keeping up with booking
3 issues?

4 LEGISLATOR NICOLELLO: Yes, that's
5 exactly right legislator.

6 LEGISLATOR MCKEVITT: Thank you.

7 LEGISLATOR NICOLELLO: Legislator
8 Solages?

9 LEGISLATOR SOLAGES: Thank you. In your
10 letter dated May 17th, 2018 which was sent to the
11 legislators here to clarify certain issues that
12 were discussed when this item was tabled, on the
13 last page, you state that under the title, the
14 subject matter of the appropriateness of Transdev
15 profit margins, you state that, "this perennial
16 question can be approachable factually and
17 contractually. Transdev is allowed to earn a
18 little less than 5 percent." What do you mean by,
19 "is allowed to earn?" Is there an actual cap that
20 you are to make?

21 MICHAEL SELTZTER: Yes, there is. In, I
22 think it was 2015, when the county decided to
23 exercise the option for the second five years in
24 the contract, the County Executive also made as
25 an addition of that, that we could earn 5 percent

1 on the first, I think it's \$123 million of
2 revenue and 4.5 percent on any revenue beyond
3 that. The original contract simply set reasonable
4 profit in that extension, the County Executive
5 quantified what reasonable level profit meant.

6 LEGISLATOR MCKEVITT: Have you earned
7 more than 5 percent profit in the last two years?

8 MICHAEL SELTZER: We have not. On that
9 same page is a table that shows the actual
10 earnings we have budgeted, and this may cause
11 some confusion, we budgeted every year the
12 allowable amount, the 5 percent or slightly less.
13 But our actual results have every year been less
14 than that and the reason for that it's been less
15 than that is adverse events that happened during
16 the year. Costs are being higher than expected,
17 revenue is being lower than expected, all fall on
18 the private partner, Transdev. So, in every year,
19 in fact you'll notice in the first year of 2012,
20 we not only didn't turn a profit we actually lost
21 money and if you'll recall 2012 that's the year
22 Sandy arrived at the end of October. So, fare box
23 revenue went to nearly zero for the last two
24 months of 2012.

25 LEGISLATOR MCKEVITT: Have these figures

1 been confirmed by the Comptroller's Office?

2 MICHAEL SELTZER: I'm not aware if they
3 have or not, but they've been shared rather
4 frequently with the county staff.

5 LEGISLATOR MCKEVITT: Part of the
6 questions I guess, and the last session where
7 this item was tabled concerning discontinued
8 service for some major areas of Nassau County
9 where there is a large need for public
10 transportation, in my district the N1 and N4 on
11 any given day between 9:00 and 12:00 in the
12 morning/afternoon, I can see that the bus is at
13 standing capacity and that indicates to me that
14 there are not enough buses. That's just in my
15 district alone I have to observe that.

16 And also, there have been many
17 complaints, one clearly noted by Ms. Guise who
18 was here today, about there not being a
19 particular service so that individuals who work
20 in New York City who may reside in Nassau County
21 may get to work on time at 9:00. There is no
22 coordination between the bus lines and the public
23 transportation in the city. And can you please
24 speak to those issues? Because that's my concern
25 here, you know what I mean? We want to make sure

1 that your system succeeds. But all do respect,
2 you know based on the constituent complaints the
3 service is not satisfactory, not even at a
4 minimum. Can you please address that?

5 MICHAEL SELTZER: Yes, legislator. I
6 would say you and I are in complete agreement.
7 The amount of service provided is insufficient
8 for the demand that actually exists. Not only in
9 your district but in many parts of the county. We
10 are passing passengers up every day. We're not
11 providing a high quality, comfortable ride
12 because there is not enough service. The amount
13 of service that is provided is the result of
14 funding decisions made here, made in Albany, made
15 in Washington- we take the available funds and
16 convert that into service and if I had my way,
17 there'd be a lot more service. But those
18 decisions are not Transdev's.

19 LEGISLATOR MCKEVITT: From the profit
20 table that you've addressed, is there any room
21 that we could see that we could provide more
22 service?

23 MICHAEL SELTZER: The profit margin that
24 we've managed to earn is a very meager one. It's
25 hardly excessive by any business standards so I

1 don't think that's a source for adding service in
2 the future. We work closely with transit systems
3 around the state and with the county to prevail
4 on the state Legislature to increase the transit
5 funding. Over half of the budget revenue comes
6 from the state program and I think that's our
7 best opportunity. However, in the most recently
8 adopted state budget just at the end of March the
9 increase for all the downstate non MTA systems
10 was 1.9 percent, which doesn't even keep pace
11 with our costs.

12 LEGISLATOR MCKEVITT: So, I understand
13 that. But my question to you is with this
14 amendment that is before us today, is there- you
15 said before that part of the purpose is to make
16 sure that there is no money left on the table to
17 try to access in terms of state funding or county
18 funding. Is there any funding that is being left
19 on the table that we could try to petition to try
20 to obtain for the system?

21 MICHEAL SELTZER: Legislator, I don't
22 believe there is. The state budget that was just
23 approved provides funding all across the state.
24 All the downstate systems, other than the MTA,
25 got just a 1.9 percent and that's all that's

1 available at the state level. I'm not aware of
2 any additional funds being available from the
3 county. The federal program is pretty well
4 established. It's about \$6 million per year, it's
5 not very big and it's very consistent. And the
6 other major source is the fare box and the
7 ridership is what it is. And then the fare itself
8 is determined by the MTA. I don't anticipate any
9 change in the fare box revenue this year. The MTA
10 adjusts the fare level, the Metro card, which
11 most our riders use, adjusts the metro card in
12 odd numbered years. So, they may do something
13 next year, but I don't have any idea what that
14 may be.

15 LEGISLATOR MCKEVITT: Thank you sir.

16 LEGISLATOR NICOLELLO: Legislator Bynoe?

17 LEGISLATOR BYNOE: Thank you, Presiding
18 Officer. Good afternoon.

19 MICHAEL SELTZER: Good afternoon,
20 legislator.

21 LEGISLATOR BYNOE: I know you're running
22 a business and I don't begrudge you an
23 opportunity to make a profit. To echo some of my
24 colleagues' sentiments I have to say that I see a
25 correlation, right? Service is going down and our

1 ability to provide adequate buses on certain
2 lines and cutting out routes, but at the same
3 time your profit is going up. So, yes, in year
4 2012, you didn't earn a profit and thankfully in
5 2013 you did earn a profit. And then you just
6 kept going up. It went from \$1.1 million in 2013
7 to \$3.4 million in 2014. In 2015, \$4.6 million
8 and in 2016 \$5.25 million. And I think it was in
9 that year that hit record lows in the service
10 that we were offering our residents here in
11 Nassau County. There is a correlation. There's
12 profit going up and service coming down.

13 So, I really struggle with this contract
14 that Nassau County entered into and I've said it
15 before and I'll have to say it again that I
16 believe that this issue is bubbling up out of the
17 response to the RFP that you initially responded
18 to. I believe that at some point what you said
19 you could do and what ultimately you could do
20 were two different things. And so that's always
21 been my concern when we extend these contracts.
22 Like when the previous county executive extended
23 the contract he extended it allocating additional
24 funding to our subsidy to you. And so that's when
25 we really started cutting services and that's why

1 I'm actually concerned that we're considering
2 extending the ceiling, not extending by way of
3 going to give you additional financial support or
4 it's going to cost the county additional money.
5 But I actually think this was an opportunity to
6 sit down at the table again and look at how we
7 can get a better situation for our residents.

8 The only person winning here is Transdev.
9 Our residents are losing and we're losing. And
10 that's been my problem from the very beginning
11 and I'm sorry. It's not a reflection
12 specifically, maybe on how you're managing the
13 current bus system, but I do think that it is
14 definitely a system of how you responded to the
15 original bid. I don't think what you said you
16 could do initially you've been able to achieve.
17 And based on that I can't support an extension on
18 this contract for this purpose.

19 I really wish the current administration
20 would see this from my lens, or at least stop and
21 pause and go back to the table and try to
22 renegotiate some different terms because I have
23 another issue, which is the corporate overhead.
24 Because I do know there is some benefit to NICE
25 bus by way of that corporate overhead which is

1 another line item which comes to several million
2 dollars as well. I'm sorry, to Transdev. Not just
3 to NICE bus, it's also a benefit to Transdev,
4 that corporate overhead line. That's several
5 million dollars as well. So, at the end of the
6 day, this margin of risk is not the only
7 financial benefit that Transdev is getting.

8 So, I'm just putting it out there that, I
9 know we wanted to press the gas pedal, but my
10 foot is still on the brake. Thank you.

11 LEGISLATOR NICOLELLO: Any other
12 legislators? I don't think there was a question,
13 it was a statement basically. I see that a member
14 of the public has a comment? No? Alright. Thank
15 you, Mr. Setzer.

16 MICHAEL SETZER: Thank you.

17 LEGISLATOR NICOLELLO: Thank you, Ms.
18 Persaud. We appreciate it. Hearing no further
19 discussion-

20 JUDY SANFORD GUISE: This is the part of
21 the meeting for which I stayed all day. I would-
22 Judy Sanford Guise, N1 rider, and user of the bus
23 system. Last Monday it was 14 different buses. I
24 would ask-

25 LEGISLATOR NICOLELLO: Direct your

1 comments.

2 JUDY SANFORD GUISE: My question I have
3 is about your lost revenue. If he or anyone would
4 like to hang out with me at Green Acres on a
5 Saturday afternoon and watch the number of people
6 who bail because they can't wait three hours for
7 a bus, who then hop on the Q5 or the Q8 and find
8 another and way to go back- a lot of people who
9 spend money in Nassau County come from other
10 places. And they're lack of service is preventing
11 the people from coming here and spending their
12 money. But here are some people who actually come
13 to Green Acres and then can't leave. But they
14 come from Far Rockway, they come from other
15 places, and that is now lost revenue to us and to
16 them and to Transdev, or whatever, because the
17 people bail and spend their fare money on the MTA
18 because they have an option and the rest of us
19 are stuck.

20 But, again, on the issue that was
21 mentioned as far as they are underserving. I
22 understand that the claim that the only lines
23 that are making a profit are N4 and N6 and I've
24 been on each of them. Because I travel at
25 different times of the day, I see different

1 things. And I don't understand why a bus needs
2 to- at *overcapacity*. And there are certain
3 reasons why. When a bus gets full it goes slower
4 and slower and slower and so the next bus that
5 come may be half empty, but that is not a good
6 way of serving people. It's dangerous, it's not
7 good for the drivers who incidentally don't even
8 get potty breaks. And so, you have just- it's a
9 horrendous, horrendous situation that every
10 taxpayer in Nassau County is paying towards this
11 service. Those of us who are riding buses are
12 paying for it, many of us because we waited, end
13 up paying a third time because transfers expire,
14 and people have to pay again. There's something
15 wrong with how this system is running. There's
16 something wrong about buses that are
17 consistently- I won't bore you with my life when
18 I try to get Manhasset in four buses and it took
19 two and half hours because buses were late and
20 then you miss a bus and you miss a bus and you
21 miss a bus. That's just me trying to get to a Dr.
22 There are people who are doing this every single
23 day and it's impossible to see people coming home
24 at 8:00 at night from Jamaica Center who are
25 traveling east and it's dangerously full after

1 8:00 at night because they have cut back the run
2 and that's how they're maintaining their profit.
3 You know, maybe there are too many Q5's from the
4 MTA's going east into Nassau County. But it's
5 impossible to stand there and watch people-

6 LEGISLATOR NICOLELLO: Okay, your time
7 has expired ma'am.

8 JUDY SANFORD GUISE: Thank you.

9 MICHAEL SELTZER: Presiding Officer, if
10 I may? Please?

11 LEGISLATOR NICOLELLO: To what?

12 MICHAEL SELTZER: There was a public
13 comment upon the administration as to what level
14 of checks and balances do we have here currently
15 that can address some of these concerns that are
16 being presented by this constituent.

17 LEGISLATOR NICOLELLO: You can ask that
18 offline. I think we're done with this.

19 META MEREDAY: Are you cutting off
20 public comment for this one too?

21 LEGISLATOR NICOLELLO: Go ahead. You
22 have a comment about everything else, so why not
23 this one?

24 META MEREDAY: I just want to be sure.
25 Meta Mereday, Baldwin resident. As it pertains to

1 Transdev, I think first of all, what is your
2 other option? You know you can easily say they're
3 not doing this they're not doing that. Again, if
4 you're not getting the data you're not getting
5 the information in regard to what the needs are,
6 I mean okay. Let's take a show of hands. How many
7 people sitting before here has actually ridden
8 the bus? Let's start there. Who've had to wait
9 for the bus? Okay, one, two, three- alright,
10 cool. But you should all, as she's mentioned,
11 stand out there in Green Acres. Stand out there
12 in Hempstead in the heat when you have no shelter
13 from the rain or whatever, you know, along
14 Uniondale. Manhasset even. If you can survive the
15 potholes, let's start there, but then waiting for
16 the bus.

17 But it's not just Transdev. I mean if you
18 don't study the issue, and this has been an issue
19 for years, but you will spend thousands of
20 dollars for like, in Baldwin that will make one
21 lane coming and going in front of a fire
22 department and around the corner from the police
23 station, but you'll spend \$100,000 to study that.
24 But you won't study the needs of the residents
25 and, guess what? Funding options on the state and

1 federal level that could address and subsidize
2 some of the issues as it pertains to
3 transportation.

4 I for one have presented this to a number
5 of you who sat before here. Well, some of you,
6 some who didn't get reelected, but that's whole
7 another story. Because I see some new faces here
8 this year and who's to say after certain
9 elections there may be another group of new
10 faces. But the ideas and the struggles of
11 residents who can't even get there, let alone to
12 their jobs because they don't have the two
13 incomes. They can't afford to get Uber. Some
14 people from the legislation that you passed
15 earlier, the five cent campaign for the bags in
16 the stores, some of them can't get to the stores.
17 So, if we're going to start doing something,
18 let's stop throwing Transdev under the bus. You
19 all gave yourself a raise, you don't think the
20 people that work for Transdev think they have
21 bills? That they have kids that they need to put
22 through college? Let's start looking at what
23 you're doing with our tax dollars as it pertains
24 to this vital scenario.

25 You funded \$500,000 for Long Island

1 Railroad, because the governor wanted to have the
2 third rail project. Why can't you fund an actual
3 study, to have an actual, even a summit, or
4 something that will bring residents together.
5 Community leaders, business leaders together. So
6 that we can see what we can do from a public and
7 private sector stand point. And guess what?
8 Because I know, you may sit here and say, "Oh my
9 God, here she is again. Oh, but hey, she's going
10 to talk about the veterans." Yes, and there's
11 funding that you're missing out on for our
12 veterans, for our seniors, for our young people
13 because you just want to surcharge and tax the
14 residents to death. There is another funding
15 stream- it's called a grant. Okay? Every state
16 and federal agency has some form of grants. New
17 York State spent over \$1 billion to generate 209
18 jobs with Start Up New York. I think we could
19 have done a lot better with even a tenth of that.
20 Let's start looking at more proactive and
21 aggressive resources for the veterans and all of
22 our residents who depend on this type of
23 transportation and stop just throwing Transdev
24 under the bus. Be a part of the solution, not
25 continue to perpetuate the problem. Thank you.

1 LEGISLATOR NICOLELLO: Thank you. I will
2 call the item now. All in favor signify by saying
3 aye. Aye. Those opposed? Two names? It passes
4 fifteen-two. We would now ask the clerk if you
5 would please call the emergency.

6 CLERK PULITZER: The emergency is
7 resolution 10-2018, Emergency resolution number
8 10-2018 declaring an emergency for immediate
9 action and a resolution to authorize the transfer
10 of appropriations heretofore made within the
11 budget for the year 2018.

12 LEGISLATOR NICOLELLO: Thank you Mr.
13 Pulitzer. A motion to establish the emergency
14 made by Legislator Walker, seconded by Legislator
15 Drucker. All in favor of the emergency signify by
16 saying aye. Those opposed? The emergency is
17 established. Mr. Pulitzer you now have to call
18 the item.

19 CLERK PULITZER: Clerk item 237-18 is a
20 resolution authorizing the transfer of
21 appropriations heretofore made within the budget
22 for the year 2018.

23 LEGISLATOR NICOLELLO: Thank you.
24 Motioned by Legislator Muscarella, seconded by
25 Legislator Bynoe. The item is before the full

1 Legislature.

2 ANDY PERSICH: Andy Persich.

3 LEGISLATOR NICOLELLO: Oh, I'm sorry.

4 ANDY PERSICH: It's alright, I've been
5 called worse legislator. This item is moving
6 money from utilities to fund Long Island Regional
7 Planning Council which is part of the
8 restoration. They're funding needs became dire
9 recently, so we had to move this expeditiously to
10 get it on the calendar quickly for them, so.

11 LEGISLATOR NICOLELLO: Mr. Guardino is
12 here? Do you want to add something?

13 RICH GUARDINO: Good afternoon, Rich
14 Guardino. I'm the executive director of the Long
15 Island Regional Planning Council. First of all,
16 thank you all for your courtesy and patience in
17 dealing with everyone here this afternoon. As
18 many of you may be aware, we are currently
19 administering several state grants, including
20 one for the Long Island Nitrogen Action Plan,
21 which is a multi-year program to reduce nitrogen
22 in both subsurface and surface waters. It's an
23 important environmental initiative. We were not
24 funded in 2017. We're hoping to be funded in
25 2018. We've actually gotten to the point now

1 where if we don't receive funding- we have a very
2 small staff, and we will be facing some lay-offs
3 and that's why we have requested this emergency
4 legislation for transfer of funds.

5 LEGISLATOR NICOLELLO: Minority Leader
6 Abrahams.

7 LEGISLATOR ABRAHAMS: Hey Rich, how are
8 you? I guess you found out in 2017 that you
9 weren't going to be funded for- in 2016 you found
10 out you weren't going to be funded for 2017?

11 RICH GUARDINO: In 2017 it was initially
12 in the budget. When it went through the process
13 with NIFA the appropriation was eliminated, and
14 so, yes it was at the end of 2016 that we found
15 out we weren't going to be funded for 2017. We
16 were hoping something would happen in the course
17 of year to give some relief. It never happened.
18 Once again, it was in the budget for this year,
19 at the end of 2017 for the 2018 budget. It was
20 initially in there. Going through the NIFA
21 process, it was eliminated again. The County
22 Executive put it forth in supplemental and
23 fortunately I think it's now available. So, we've
24 basically gone about a year and half without
25 funding.

1 LEGISLATOR AGRAHAMS: So, obviously this
2 has always been like a joint regional thing
3 between us and Suffolk. Has Suffolk also withheld
4 their funding, or have you still been continually
5 getting their funding?

6 RICH GUARDINO: Suffolk is committed. We
7 have been funded by them. We didn't go back to
8 them last year because the funding wasn't
9 available from Nassau County. We didn't feel it
10 was fair to ask them to come to the table without
11 the funding from the sister county. Obviously
12 once we have this resolved here we'll be back to
13 them. The indication is that they feel very
14 positive about the work that we're doing. Steve
15 Bellone is a former member of the Regional
16 Planning Council and he's indicated he would
17 support once he has a commitment from Nassau.

18 LEGISLATOR ABRAHAMS: Okay. And then my
19 last question Rich. Could you just give us- I
20 know you had talked about the study of the
21 nitrogen water- could you give us some issues
22 that guys have worked on over the last couple
23 years? I guess so that we could get a greater
24 understanding of-

25 RICH GUARDINO: Yeah, the Nitrogen

1 Action Plan I think it probably is one of the
2 most important environmental initiatives since
3 the Pine Barrens. It's a multi-year program.
4 We're partners with the DEC, we work very closely
5 with the Nassau County Public Works, the
6 Department of Health. There are a number of
7 initiatives in both counties. Certainly, the
8 great work Nassau County has done in terms of the
9 Bay Park Diversion is a critical part of that. It
10 will actually eliminate millions of tons of
11 nitrogen to Reynolds Channel. We're also taking a
12 look in terms of fertilizer and that type of
13 pollution, what it causes. Storm water runoff.
14 You're all familiar with the deleterious effects
15 of nitrogen in the water where there's fish
16 kills. It also has an impact on our wetland.
17 Certainly, we experienced with Sandy the fact
18 that the wetlands were diminished had an impact
19 as well. It also impacts our shellfish and
20 there's actually been a 90 percent decrease in
21 the shellfish areas over the past 10 years as a
22 result of nitrogen pollution. So, it's a critical
23 issue. Water is the life blood of Long Island and
24 it impacts every part of our quality of life
25 here. And that's the major initiative.

1 One of the things we'll be looking to do
2 in the very near future as a result of
3 administering a grant is take a look some of the
4 data gaps that we have in Nassau County and the
5 south shore estuary. We want to look at what the
6 base line is now. Certainly, take a second look
7 at it after some of these things go online.
8 Whether it's the diversion. We're also
9 instrumental in working very closely with your
10 Department of Public Works to get a grant to look
11 additionally sewerage- a state grant,
12 additionally sewerage in Nassau County.

13 Among other things we've done, in
14 respecting your time here this afternoon, the
15 Department of Commerce requires that there be a
16 comprehensive economic development study done in
17 order for institutions to access grants from the
18 Department of Commerce. We submit annually and
19 report to them, which is a condition precedent
20 for any institution that wants to apply for
21 grants with the Department of Commerce. We
22 recently completed the tax alternatives study. It
23 was a year-long study to look at tax alternative
24 to property tax. It's a 150 page report. I will
25 not go into the details here. Certainly, it's

1 available on our website and we've declared to
2 talk with any of you individually in the
3 committee about some of the analysis that was
4 done there. Certainly, it is important in terms
5 of Nassau County because it does go into some
6 great detail about both sales tax and property
7 taxes.

8 LEGISLATOR NICOLELLO: Just to echo what
9 you just said. You nicely gave us a full briefing
10 as well as the administration on your tax
11 alternatives study.

12 RICH GUARDINO: And we're available to
13 anyone here this afternoon who would like to sit
14 and talk with us about it. The report is
15 available on the website. We're glad to send it
16 to you individually, meet with any of the
17 committees here in the Legislature.

18 LEGISLATOR NICOLELLO: Legislator
19 DeRiggi-Whitton?

20 LEGISLATOR DERIGGI-WHITTON: Just real
21 quick. I know that the assembly passed a bill
22 reducing the amount of nitrogen allowed in
23 fertilizer and now it's in the Senate.

24 RICH GUARDINO: Absolutely, there's
25 actually a hearing, I got an email while I was

1 here this afternoon. There's a hearing with
2 Senator Hannon and I can send you the details-

3 LEGISLATOR DERIGGI-WHITTON: Right, so
4 you're supporting that effort? I just wanted to
5 make sure.

6 RICH GUARDINO: Yeah, we're a part of
7 that effort. We actually have on our website,
8 we're going to put together a so-called
9 fertilizer analysis so that folks can go to our
10 website and take a look at their application,
11 take a look at what they're buying and see if
12 they're overfertilizing putting nitrogen into
13 their lawns. That's part of the analysis that
14 we're doing.

15 LEGISLATOR DERIGGI-WHITTON: Thank you
16 for supporting that.

17 LEGISLATOR NICOLELLO: Yes, Legislator
18 Birnbaum?

19 LEGISLATOR BIRNBAUM: Does your group do
20 educational outreach to stores and gardeners?
21 Like how do you spread the word? I know you
22 produce reports, but who gets them?

23 RICH GUARDINO: Yes. One of the things
24 that we did as a result of some of the funding we
25 have is we've upgraded our website and we're on

1 social media. We were fortunate enough to be able
2 to bring EpicFive, which is a pretty well-known
3 company here on Long Island, to upgrade the
4 website. If you go to that website, you're going
5 to see research studies, we have a monthly
6 newsletter- I would be glad to add you all to
7 that- which talks about all the various
8 initiatives that are going on right now. And
9 again, we're working very closely with both the
10 counties.

11 One of the things, and again, I realize
12 it's been a long afternoon, we certainly
13 appreciate your patience and courtesy, but one of
14 the things that's happened in Suffolk County is
15 the innovative alternative septic systems. It's
16 very important out there because they have
17 360,000 septic systems. Nassau County has had the
18 benefit of sewerage, but on the North Shore there
19 are areas. We're going to work very closely with
20 the Health Department and with your Department
21 for Public Works, talking about the pilot
22 programs that they have out there with these new
23 systems that can reduce nitrogen. Because in many
24 places, especially on the north shore, the
25 Department of Public Works recently completed a

1 study. It would be prohibitively expensive to do
2 a sewerage in many of those areas. So, these
3 innovative alternative systems are a good way to
4 go.

5 LEGISLATOR NICOLELLO: Any other
6 questions? Thank you, Richard. Thank you for your
7 patience.

8 RICHARD GUARDINO: Thank you.

9 LEGISLATOR NICOLELLO: Any public
10 comment? Hearing none, all in favor signify by
11 saying aye. Aye. Those opposed? Carries
12 unanimously.

13 We have one more item on the full
14 Legislature, but it is on a Rules Committee
15 Calendar first. So, we're going to quickly move
16 into a Rules Committee to move the two items if
17 we can and then we'll go back into the full
18 Legislature. So, I'm going to put the Legislature
19 in recess and call the Rules Committee to order.

20 (Recess at 5:11 p.m.)

21 CLERK PULITZER: Do it with a roll call?

22 LEGISLATOR NICOLELLO: Yes, please.

23 CLERK PULITZER: Rules Committee roll
24 call. Legislator Siela Bynoe?

25 LEGISLATOR BYNOE: Here.

1 CLERK PULITZER: Legislator, Delia
2 DeRiggi-Whitton?

3 LEGISLATOR DERIGGI-WHITTON: Here.

4 CLERK PULITZER: Ranking member, Kevan
5 Abrahams?

6 (No verbal response.)

7 Kevan?

8 LEGISLATOR ABRAHAMS: I said here.

9 CLERK PULITZER: Legislator Laura
10 Schaefer?

11 LEGISLATOR NICOLELLO: Designate
12 Legislator Kennedy sitting for Laura Schaefer.

13 CLERK PULITZER: Okay. Legislator
14 Kennedy?

15 LEGISLATOR KENNEDY: Here.

16 CLERK PULITZER: Thank you. Legislator
17 Steven Rhoads?

18 LEGISLATOR RHOADS: Present.

19 CLERK PULITZER: LEGISLATOR, Howard
20 Kopel?

21 LEGISLATOR KOPEL: Here.

22 CLERK PULITZER: Chairman, Richard
23 Nicolello?

24 LEGISLATOR NICOLELLO: Here.

25 CLERK PULITZER: We have a quorum.

1 LEGISLATOR NICOLELLO: Thank you. We
2 have two items on the Rules Committee Calendar. I
3 am going to call them both together if necessary,
4 we can vote on them separately. Item 236-18 is a
5 resolution authorizing the County Executive to
6 execute an inter-municipal agreement with the
7 Town of Hempstead in relation to procuring and
8 installing a recreational improvement project at
9 Wynsum Avenue Park. E-62-2018 is a resolution
10 authorizing the County Executive to execute a
11 personal services agreement between the County,
12 acting on behalf of the Department of Human
13 Services, Office of Youth Services and Long Beach
14 Aware. Moved by Legislator Rhoads, seconded by
15 Legislator Kennedy. Those two items are before
16 the committee.

17 LEGISLATOR ABRAHAMMS: Just a question
18 for the administration regarding item E-64-18. It
19 has come to our attention in reviewing the
20 contract for Long Beach Aware that Mr. Alfonso
21 Albright is a principal or works for Long Beach
22 Aware. Could you give us some insight on that
23 particular-?

24 TRISTA BREIL: Actually, I cannot give
25 some insight on that. That's something I would

1 have to bring back to the office.

2 LEGISLATOR RHOADS: We don't have an
3 issue with Mr. Albright. Our concern is
4 obviously, we just want to make sure that the
5 administration has done its due diligence to
6 ensure that Mr. Albright hasn't been involved in
7 any of the procurement that have been tied to
8 Aware as he's a Commissioner of Corrections for
9 the county. So, we just want to make sure that we
10 have cleaned that slate to make sure it's going
11 forward. If the administration can get back to us
12 I'd appreciate it in making sure that that has
13 been done. Hey, Mike.

14 MIKE SANTORAMO: Hey, Mike Santoramo. We
15 spoke with your council earlier today and I spoke
16 with our Deputy County Executive for Compliance,
17 and you can be assured that Mr. Albright has
18 nothing to do with any procurement in the county.

19 LEGISLATOR RHOADS: Just what we wanted
20 to hear. Thanks, Mike.

21 LEGISLATOR NICOLELLO: Good, thank you.
22 Nice (inaudible) answers. We like that. Any other
23 questions?

24 (No verbal response.)

25 Any public comment?

1 (inaudible)

2 META MEREDAY: Meta J. Mereday. My
3 question has to do with the municipal agreement
4 as far as what is the cost of the project, what
5 does it actually entail, and as it pertains to
6 the diversity inclusions since the county, as far
7 as I know doesn't have an inspector general to
8 kind of go over these contracts overall in light
9 of past activities within the county. I mean
10 someone has to ask these questions. You might
11 have the documents before you, but the residents
12 are at a disadvantage not knowing what is
13 happening. So again, the cost of the project, the
14 inclusion involved, and what does it entail? It
15 says installing a recreational improvement
16 project. I mean are you adding a swing? Slide?
17 What does this mean?

18 LEGISLATOR NICOLELLO: We have the
19 perfect person to answer at least some of those
20 questions.

21 LEGISLATOR RHOADS: Thank you Mr.
22 Chairman. Ms. Mereday the overall cost of the
23 project is estimated to be about \$230,000.
24 \$100,000 of that will be coming from a grant
25 through the state government that was originally

1 secured by Senator Venditto and is being
2 processed now by Senator Brooks. The money is
3 being given to the Town of Hempstead. The Town of
4 Hempstead will control compliance, obviously with
5 their internal procedures.

6 META MEREDAY: Well, unfortunately the
7 Town of Hempstead, I've been told this on
8 numerous occasions for the number of years that
9 I've been going to the town, is not under any
10 obligation to really emphasize any type of
11 benchmarking or, you know, fair outreach as it
12 pertains to minority women, service-disabled.
13 Best efforts is an ad in Newsday and notification
14 on their website. So, I would not be impressed by
15 hearing that the Town of Hempstead is responsible
16 for the enforcement as it pertains to inclusion.
17 When the county at least has some mandates.
18 Whether you have actually-

19 LEGISLATOR RHOADS: Well, the issue that
20 we have, Ms. Mereday is the fact that Wynsum Park
21 is actually a Town of Hempstead facility. Nassau
22 County would not be able to do any of the
23 construction on a Town of Hempstead facility.
24 That's why there's an intermunicipal agreement
25 between the two.

1 META MEREDAY: I understand that, but
2 within the negotiations and the language, being
3 that I'm not a lawyer, but most people say I
4 really need to (inaudible) of them. I need to
5 have some clarity as it pertains to the rights
6 when we're talking about funding that's coming
7 from this. We're talking about state grants which
8 I would say has some inclusion from a federal
9 connection, which means that there are some
10 compliance issues that I would hope someone is
11 taking into consideration, because there is no
12 track record as it pertains- there are no numbers
13 unless, again you have the information and the
14 rest of us do not. There's no numbers that speak
15 to any involvement inclusion of certain service-
16 disabled veteran-owned minority LGBT as it
17 pertains to contracting in Nassau County. This is
18 2018. So, who is going to be responsible. She's
19 signing- if the County Executive is signing an
20 agreement as the representative for this county,
21 based upon trying to be inclusive, when do the
22 residents really see where that inclusion is
23 coming from, that we're getting the
24 opportunities, or it's just going to the same
25 people that you see every month.

1 LEGISLATOR RHOADS: Ms. Mereday, this
2 point of clarification and (inaudible) correct me
3 if I'm wrong. Everything that we have here,
4 because I've already stated this a couple of
5 times, Ms. Mereday, everything we have here is
6 posted online, correct?

7 (Yes, sir.)

8 So, Ms. Mereday, I would refer you to go
9 online to make sure that what you want to see
10 what we have, we don't have any special
11 documents. So, whatever we have is posted online
12 before the meeting.

13 META MEREDAY: Okay, well of this that
14 you read- I mean because you have you, you have
15 staff you have other people, you have attorneys
16 you things of that nature.

17 LEGISLATOR RHOADS: Yes, they prepare
18 recommendation and thoughts on things, yes.

19 META MEREDAY: I understand that. I
20 don't always have the time to read every piece of
21 paper, every document. But I do know that when I
22 went to the site I have not seen the inclusion
23 and knowing, again what is on the site as
24 pertains to service-disabled veteran-owned
25 businesses in the county is not fulfilling what

1 is on its own site.

2 LEGISLATOR RHOADS: Ms. Mereday, I just
3 want to correct the record, because you said that
4 what we have up here, almost implying like you
5 don't have something there.

6 META MEREDAY: Okay.

7 LEGISLATOR RHOADS: Okay. So, just to
8 correct the record, everything that we have up
9 here, the contract itself that I'm looking at,
10 the public has access to. So, we're not hiding
11 it.

12 META MEREDAY: Okay. But are you
13 comfortable with the fact that there is- what is
14 the oversight? Are you comfortable if I go to
15 look at this contract-?

16 LEGISLATOR RHOADS: I'm comfortable
17 based on my review as well as our staff review, I
18 am comfortable in voting for this contract, yes.

19 META MEREDAY: And that there is going
20 to be inclusion and there is going to be
21 benchmarking and it's going to involve- when the
22 program for the county does not even have
23 sufficient staff for the input for this
24 (inaudible.)

25 LEGISLATOR RHOADS: That is something

1 that requires greater input from the
2 administration. Which, that could be the reason
3 we hold up every contract in the county. And we
4 could completely stop business in the county. We
5 could do that too. But if you're asking me if I'm
6 comfortable with this agreement, yes. We are
7 comfortable with this agreement, and I plan to
8 vote for it. That being said, I'm not taking
9 umbrage with your issue and whether or not there
10 is minority or veterans future work that's
11 planned for this contract. My point was that,
12 I've hear you say it a couple times at these
13 legislative meetings, that-

14 META MEREDAY: I said maybe-

15 LEGISLATOR RHOADS: Ms. Mereday, I never
16 interrupted you, please.

17 (Okay.)

18 All I'm saying is that you said that we
19 have stuff up here that you don't have there.
20 That implies like we have some special documents
21 which we do not have. Everything that we have up
22 here, the public has. That's all I wanted to do
23 to correct for the record, because I've heard you
24 say that a couple times. So, there is nothing
25 special that we have up here that the public does

1 not have. Thank you.

2 META MEREDAY: Okay. Then I will look at
3 the contract so that I will as you say, and I did
4 say you might have information. That's a whole
5 completely different kind of than saying that you
6 have it.

7 LEGISLATOR RHOADS: You did say might.
8 But there is no might.

9 META MEREDAY: Okay.

10 LEGISLATOR RHOADS: There is no might.

11 META MEREDAY: But you do have this that
12 says that's outlined what the county is supposed
13 to do as it pertains- now I have this. This is
14 what the county is supposed to do as it pertains
15 to service-disabled veteran-owned businesses-

16 LEGISLATOR RHOADS: Ms. Mereday-

17 META MEREDAY: As you said- I didn't
18 interrupt you, but you're interrupting me.

19 (Okay, go ahead.)

20 I did say, this is what you have and this
21 what you are not doing. These are grounds right
22 here.

23 (Okay.)

24 But why add to another litigation that
25 the county is more than likely going to lose.

1 That's all I'm saying. Thank you.

2 LEGISLATOR RHOADS: Gotcha, no problem.
3 Thank you.

4 LEGISLATOR NICOLELLO: Okay. Hearing no
5 further discussion, I'm going to call a vote on
6 these two items. This is just Rules Committee
7 members. All in favor signify by saying aye. Aye.

8 (Aye.)

9 Those opposed?

10 (No verbal response.)

11 They carry unanimously. Motion by
12 Legislator Kennedy, seconded Minority Leader
13 Abrahams to adjourn or close the hearing- adjourn
14 rules. All in favor signify by saying aye. Aye.

15 (Aye.)

16 Those opposed?

17 (No verbal response.)

18 Rules is adjourned.

19 (Meeting adjourn 5:21)

20 (Reconvened at 5:21)

21 LEGISLATOR NICOLELLO: Go back into the
22 Full Legislature, calling back into session. We
23 have that one item which we just passed in Rules,
24 which is item 55 on the Full Legislative
25 Calendar, resolution number 100. A resolution

1 authorizing the County Executive to execute an
2 inter-municipal agreement with the Town of
3 Hempstead in relation to procuring and installing
4 a recreational improvement project at Wynsum
5 Avenue Park. Moved again by Legislator Rhoads,
6 seconded by Legislator Ford. The item is before
7 us. Any discussion or debate? Any public comment?
8 Hearing none, all in favor signify by saying aye.
9 Aye. Those opposed? Carries unanimously. We have
10 some slips for public comment yet to go but I'm
11 going to make the motion to adjourn, seconded by
12 Legislator Walker. All in favor of adjourning the
13 Legislature signify by saying aye. Aye. Those
14 opposed? Okay, we are adjourned.

15 (Meeting adjourned.)

16 LEGISLATOR NICOLELLO: The remaining
17 public comment. Dennis O'Reilly. I apologize for
18 the fact that you had to be here all day.

19 DENNIS O'REILLY: I used to be a
20 marathon runner. I admire all the issues you guys
21 have to deal with here. My name is Dennis
22 O'Reilly. I want to voice my support of the
23 proposed legislation put forth by Debra Mule,
24 Legislator of my district, and strongly in
25 support of our County Executive Laura Curran, to

1 require retailers to give customers of either
2 using their own reusable shopping bags for free
3 or incurring a five cents charge for every single
4 use plastic bag they require.

5 I live in the Town of Hempstead in
6 Baldwin and am a member of SPLASH, a volunteer
7 organization whose mission, as many of you know,
8 is to clean up Long Island waterways, including
9 bays in the south shore. We recently inaugurated
10 our 2018 season on our specially designed SPLASH
11 boat at the Marina in Freeport at 8:00 a.m. armed
12 with our usual array of nets, buckets, metal
13 pickers and hooks. Three hours later returned
14 with our three 55 gallon barrels filled to the
15 brim with assorted floating debris. In addition
16 to large pieces of lumber and Styrofoam a
17 significant portion of our catch, almost always
18 consists of one-time, disposable plastic items.
19 Cups, straws, beverage bottles, balloons, and
20 thin retail carry bags. These are plastic
21 products whose lifespan can be counted in seconds
22 or minutes.

23 Last fall, one of my fellow crew members
24 suggested I read a newly published book called
25 "Junk Raft." Until I read this book, I assumed we

1 at SPLASH were basically on a mission to make the
2 bays look pretty, which was enough for me since I
3 am a boater and use the beaches quite a lot.
4 However, I was stunned by citations in this book
5 of newly revealed scientific research that
6 demonstrates without a doubt that all that
7 plastic floating in the ocean, including Long
8 Island Bays is not just litter. It eventually
9 becomes a toxic substance to marine life. What
10 these studies prove is that left to own's device,
11 plastic doesn't go away but simply breaks down to
12 smaller and smaller toxic microparticles. So
13 small, that they eventually get absorbed into the
14 tissue of marine life, including the fish we eat.

15 So, let me go back to my experience in
16 the bays off of Freeport every Friday morning.
17 What I pointed out before, was the amount of
18 plastic debris that we capture and remove from
19 the water. What I didn't mention is the
20 incredible amount of tiny plastic pieces that we
21 leave behind and will never be able to pick up.
22 There is almost not a trip that goes by that I
23 don't tug against the plastic bag for example
24 enmeshed in the region mud on a bay island. That
25 can't be removed completely because it turns to

1 tatters. And so, I leave most it behind and then
2 there are all those tiny white pieces of
3 Styrofoam and other plastic that I don't bother
4 to pick up because there are way too many of
5 them.

6 CLERK PULITZER: Sir, your time has
7 expired.

8 DENNIS O'REILLY: Let me make one more
9 point-

10 LEGISLATOR NICOLELLO: Absolutely, sure.

11 DENNIS O'REILLY: So, I have come to the
12 conclusion that we can't just pick up the
13 garbage. We have to deal with our plastic problem
14 at the source.

15 With the legislation that is being
16 proposed buy Legislator Mule, we have a tool at
17 our disposal to do just that, by encouraging all
18 Nassau residents to reduce the use of single-use
19 plastic bags there will be that many fewer bags
20 in our waterways. And we know that similar laws
21 in Suffolk County and Long Beach have proven
22 they're effectiveness in reducing the use of
23 plastic bags. So, why not in Nassau? And to those
24 who view this bill as just another tax on an
25 already overtaxed population consider two things-

1 CLERK PULITZER: Sir, your time has
2 expired.

3 DENNIS O'REILLY: One minute. While I do
4 not know what it costs us to dispose of the
5 mounting number of single-use plastic bags in our
6 county, I do know this. It's not free. And
7 second, this bill is not mandating the consumers
8 pay five cents per bag. We don't have to pay that
9 fee. It simply requires that we think about what
10 we're doing and make a choice, because all we
11 have to do to avoid that cost is change our
12 behavior and bring our own tote bags. Thank you.

13 LEGISLATOR NICOLELLO: Okay. Thank you,
14 Mr. O'Reilly. Jean Monihan? Jack McCloy?

15 JACK MCCLOY: Thank you members of the
16 Legislature. I'm going to speak to you about red
17 light cameras. And if you're thinking you've
18 heard it all before, this is a game changer. At
19 the March legislative session when the candidate
20 for the traffic and parking violations director
21 position was being considered, I asked that he
22 would be looking into the fair timing of yellow
23 light duration for red light cameras. I was told
24 that the director would simply be implementing
25 the legislation as it stands, and the yellow

1 light timing is determined by the Department of
2 Public Works. It was suggested at that meeting
3 that if I had concerns about the yellow light
4 duration, I should speak with those at the DPW.

5 I was very happy to receive a call from
6 Legislator Carrie Solages- thank you- who
7 expressed interest in my concern about proper
8 yellow light timing. Mr. Solages spoke with
9 Kenneth Arnold, Commissioner of Nassau County DPW
10 and Harold Lutz, Nassau County Director of
11 Traffic Engineering, on Wednesday, April 25th
12 during a four way conference call. I explained
13 that the yellow light duration should be
14 calculated by using a specific formula as
15 mentioned by the National Highway and Traffic
16 Safety Administration. That formula is
17 corroborated by Edmunds, the leading National
18 Highway Safety Organization, Wikipedia, and
19 Google.

20 Mr. Arnold and Mr. Lutz stated that
21 Nassau County uses a formula stated in report
22 731, issued by the National Cooperator National
23 Research program. I want to repeat, Mr. Arnold
24 and Mr. Lutz both stated that Nassau County uses
25 a different formula stated in report 731, issued

1 by the National Cooperative Highway Research
2 Program. I downloaded and printed that report and
3 found the formula the county uses to be
4 incorrect.

5 Now, I expected that the DPW folks would
6 simply state that they considered report 731 to
7 be accurate and no changes would be forthcoming.
8 That is why I contacted the Mathematics
9 Department at St. John's University, Queens
10 College, SUNY Binghamton, University of Delaware,
11 Hofstra, and Harvard with every one of them
12 confirming that the formula that I deemed to be
13 the correct formula is in fact the correct
14 formula. The DPW is wrong and this needs to be
15 corrected. I ask for a full review by the entire
16 Legislature to correct the yellow light minimum
17 duration for red light cameras and immediately
18 halt issuance of all related summonses until the
19 yellow light correct timing can be put into
20 effect. The red light cameras in Nassau County as
21 currently configured, are entrapping otherwise
22 responsible drivers. Please, I ask you to take a
23 look at the detailed report that I'm willing to
24 give to you and realize that Nassau County has
25 these red light cameras timed wrong. I sat down

1 personally with Mr. Solages-

2 CLERK PULITZER: Sir, your time has
3 expired.

4 JACK MCCLOY: -and I will be happy to sit
5 down with any of you that feel you are concerned.
6 Thank you.

7 LEGISLATOR COLAGES: Legislator Colello,
8 briefly? I know it's almost time for us to leave.

9 LEGISLATOR NICOLELLO: We have five more
10 people who have waited for five and a half hours.
11 Let's have them speak and if you want to respond
12 to Mr. McCoy you can do it at the end. Alright?
13 If they're here. Scott Bochner? Maybe not. Deena
14 Epstein? Okay. MS. Harris? She was here before.
15 She spoke. Laurie Pappas? Domenica Califano.

16 DOMENICA CALIFANO: Hello. Domenica
17 Califano. First of all, I just want to bring
18 something up about the e-cigarettes smoking. I
19 think that is amazing. I was at the Town of
20 Hempstead meeting yesterday and it was so
21 confusing about how they were going to enforce
22 the law of giving tickets out by schools and
23 stuff, by parks- it was very confusing. Hopefully
24 they will enforce the law that no one will be
25 allowed to smoke by schools and parks and

1 wherever else it was going to be. The other thing
2 that's very disturbing, is you're all against the
3 smoking, e-cigarettes and tobacco and stuff, but
4 all these shops are opening up all over Island
5 Park and Long Beach. Councilman D'Esposito said
6 to us yesterday that all the shops in Island
7 Park, two of them were closed down. We went there
8 last night and they were still open, very close
9 to schools.

10 One other thing that's a little
11 disturbing, why Nassau County is always behind
12 time and Suffolk County is ahead of us, we have a
13 very big drug problem. Last night I was laying
14 down in bed watching News 12, the Suffolk County
15 Police, Sheriff's Department is giving away free
16 drug tests to all parents that you're able to go
17 to a Police Department and receive these drug
18 tests, go home and have you child- excuse me?
19 Suffolk County is, that you're able to get free
20 tests. Denise Ford, you're saying Nassau County
21 is doing it too?

22 LEGISLATOR NICOLELLO: We just want you
23 to finish your comments. Because otherwise you're
24 going to use up all your 3 minutes.

25 DOMENICA CALIFANO: The other thing that

1 I found disturbing, reading the paper yesterday,
2 you have Rob Walker. I've been coming here for
3 many, many years complaining about bad contracts
4 from a few \$100,000 contracts, \$14 million
5 contracts that Operation VIP SPLASH got. Rob
6 Walker's mother votes on a lot of these contracts
7 and bids which she never takes herself off of-

8 LEGISLATOR NICOLELLO: You're making it
9 personal. I'm going to cut you off. If you're
10 making it personal with anyone up here-

11 DOMENICA CALIFANO: I'm not making it
12 personal, I have facts-

13 LEGISLATOR NICOLELLO: It'll be over.
14 You're the last speaker. We'll be done. If you
15 make it personal.

16 DOMENICA CALIFANO: So, you're violating
17 my constitutional rights?

18 LEGISLATOR NICOLELLO: You have no
19 constitutional right to attack somebody
20 personally.

21 DOMENICA CALIFANO: I'm not attacking
22 anyone. I'm only speaking the truth and the facts
23 that we have.

24 LEGISLATOR NICOLELLO: If you make it
25 personal then this meeting is over.

1 DOMENICA CALIFANO: I'm not making it
2 personal. Okay, you took minutes away from me.
3 Now are you going to add minutes back?

4 LEGISLATOR NICOLELLO: No.

5 DOMENICA CALIFANO: Okay. Anyway, I have
6 a great deal of concern that these contracts are
7 coming through and they're still coming through.
8 And there's bad contracts out there. And some
9 reviews are not overlooking them and allowing
10 this money to go. Operation VIP SPLASH, you just
11 heard the gentleman here, six of their people are
12 out on disability, getting full disability but
13 they're able to jump off boats, go into water and
14 clean the wetlands and waters and stuff. It's
15 horrendous.

16 The other thing was, I helped Nassau
17 County in Oceanside by Oceanside High School and
18 stuff. Kids are OD'ing every single day. They
19 need to speak about it more in our schools. We're
20 talking about 21 years old, but we have a very
21 big drug problem here. It's very scary what goes
22 on and the Nassau County Police Department not
23 helping the adults in Oceanside to get the drug
24 dealers off the streets. I had-

25 LEGISLATOR NICOLELLO: Alright, you're

1 done.

2 DOMENICA CALIFANO: Could I finish?

3 LEGISLATOR NICOLELLO: You can sum up,
4 and then you're done.

5 DOMENICA CALIFANO: You're good. By the
6 way, I just wanted everyone to know that what's
7 going on in the 4th Precinct of the Nassau County
8 is horrendous. There is bullying going on there.
9 Nassau County Jail, you're going there to visit
10 people, you're getting sexually harassed. The
11 inmate tells and puts a complaint in, they
12 retaliated against the inmate and had them on
13 lockdown. We are women in Nassau County. We're
14 going to the county jail to visit people and
15 stuff and we're getting sexually harassed-

16 LEGISLATOR NICOLELLO: Thank you very
17 much. Thank you for your comments. It's
18 appreciated.

19 DOMENICA CALIFANO: -maybe someone could
20 reach out to us and help us women out. Thank you.

21 LEGISLATOR NICOLELLO: Legislator
22 Solages, I think you had something you wanted to
23 say.

24 LEGISLATOR SOLAGES: I appreciate it. I
25 would like to follow up on the comments made by

1 Mr. McCloy. I find that your research, by the
2 way, has been much appreciated that you reached
3 this many universities to see what equation they
4 use and how much time should be allotted. How
5 much more time are you asking for on the yellow
6 lights? Is it just a second, or half a second?

7 JACK MCCLOY: I want the correct formula
8 to be applied to what the yellow light minimum
9 duration should be. And the reason I reached out
10 to professors at the universities I mentioned is
11 because the specific report that Mr. Lutz and Mr.
12 Arnold mentioned, report 731, report 731 of the
13 National Cooperative Highway Research Program
14 uses an incorrect formula to determine what the
15 yellow light minimum should be.

16 Let me point out that the yellow light
17 minimum depends on what traffic speed is in that
18 area and also whether it's on an incline or not.
19 My point is that because they use a formula that
20 is incorrect, the result is incorrect. I ask that
21 the proper formula be adopted, which is in the
22 details that I submitted to you, because we had
23 more time to discuss it, I'm willing to submit
24 that to any of you other legislators because the
25 formula that's being used is an incorrect

1 application to determine yellow light minimum
2 timing.

3 LEGISLATOR NICOLELLO: Mr. McCloy, you
4 can provide your findings to the clerk and
5 they'll distribute it to everybody else here. I'm
6 assuming you're giving it to the administration.

7 JACK MCCLOY: I will give the detailed
8 follow up material to everyone on the Legislature
9 as I already submitted to Mr. Solages. Thank you.

10 LEGISLATOR NICOLELLO: Thank you.

11 LEGISLATOR SOLAGES: Thank you Presiding
12 Officer.

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4 CERTIFICATION
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6
78 I, FRANK GRAY, a Notaty
9 Public in and for the State of New York,
10 do hereby certify:11 THAT the foregoing is a true and
12 accurate transcript of my stenographic
13 notes.14 IN THE WITNESS WHEREOF, I have
15 Hereunto set my hand this 11th day of
16 June 2018.
17
1819 -----
20 FRANK GRAY
21
22
23
24
25

NASSAU COUNTY LEGISLATURE
12th TERM MEETING AGENDA

RULES COMMITTEE

MAY 23, 2018 1:00 PM

Richard Nicolello – Chairman
Howard Kopel – Vice Chairman
Steve Rhoads
Laura Schaefer
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
236-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROCURING AND INSTALLING A RECREATIONAL IMPROVEMENT PROJECT AT WYNSUM AVENUE PARK. 236-18(CE)
E-64-18	HS	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND LONG BEACH AWARE. E-64-18
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	LE	R	<u>PROPOSED LOCAL LAW NO. – 2018</u> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
E-2-18	PW	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-46-18	TV	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18.
E-50-18	PW	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC. E-50-18

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-52-18	PW	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ARCADIS OF NEW YORK, INC. E-52-18

E-64-18
Additional
Information

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Long Beach Coalition to Prevent Underage Drinking, Inc.

Address: 20 West Park Avenue, Suite 303

City, State and Zip Code: Long Beach, NY, 11561

2. Entity's Vendor Identification Number: 464441985

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Other (specify) (501 (c)3

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Judi Vining, Executive Director, 410 East Broadway, Long Beach NY 11561

Ellen Friedl, President, 317 Blackheath Road, Lido Beach, NY 11561

Clifford Richner, Vice-President, 330 West 72nd Street, Apt 12A, NY, NY 10023

Patricia Hincken, Secretary/Treasurer, 30 Lincoln Avenue, Massapequa Park, NY

Alphonzo Albright, Director 138 East Market St., Long Beach, NY 11561

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

2018 MAY 15 4:04 PM
NASSAU COUNTY
CLERK

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

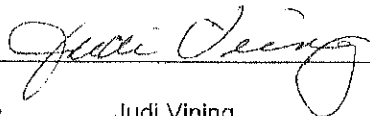
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/02/2018

Signed: 

Print Name: Judi Vining

Title: Executive Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



E-64-18

NIFS ID:CQHS18000145 **Department:** Human Services

Capital:

SERVICE: Chemical Dependency

Contract ID #:CQHS18000145

NIFS Entry Date: 05-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Long Beach AWARE	Vendor ID#: 464441986
Address: 20 West Park Avenue Suite 303A Long Beach, NY 11561	Contact Person: Judi Vining
	Phone: 516-208-6205

Department:	
Contact Name: Donnie Eng	
Address: 60 Charles Lindbergh Blvd Suite 200 Uniondale, NY 11553	
Phone: 516-227-8957	

Routing Slip

Department	NIFS Entry: X	15-FEB-18 -- DENG
Department	NIFS Approval: X	20-FEB-18 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	01-MAR-18 -- APERSICH
OMB	NIFS Approval: X	01-MAR-18 -- AROMANO
County Atty.	Insurance Verification: X	20-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	21-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	04-MAY-18 -- KROSE-LOUDER

2018 MAY 10 A 10:11
MASSACHUSETTS
COUNTY OF NASSAU
CLERK OF SUPERIOR COURT

Leg. Affairs	Approval/Review: X	17-APR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse.
Method of Procurement: The Department contracts with a group of agencies, all of whom are NYS Office of Alcoholism and Substance Abuse Services (OASAS) licensed not-for-profit organizations. Each agency in the latter group is utilized by the Department. Every agency's program is evaluated at least annually by the Department and OASAS regarding efficiency, productivity and license renewal. The funding for each program is determined according to a State aid authorization schedule provided to the Department by OASAS.
Procurement History: The not for profit agency delivering these services is part of a cadre of specialized substance abuse/chemical dependency (Drugs & Alcohol) treatment providers who have maintained a multi-year service delivery relationship with the Department.
Description of General Provisions: The program provides intake assessment, individual and group counseling to adolescents, families and significant others as well as the identified substance abuser.
Impact on Funding / Price Analysis: This program is Federal Funded.
Change in Contract from Prior Procurement: None.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	F1	Revenue		1	BHGRTF100FSA/X	\$ 296,083.00
Resp:	F100	Contract:			8/DE511	\$ 0.00
Object:	DE511	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 296,083.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 296,083.00		TOTAL	\$ 296,083.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Long Beach AWARE

2. Dollar amount requiring NIFA approval: \$296083

Amount to be encumbered: \$296083

This is a New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 2018

Has work or services on this contract commenced? Y

If yes, please explain: Annual renewal of funding

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
CQHS17000015	17-MAR-17	296,083.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

APERSICH

01-MAR-18

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND LONG BEACH AWARE

WHEREAS, the County has negotiated a personal services agreement with Long Beach Aware for intake assessment, individual and group counseling and other services relating to substance abuse, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Long Beach Aware

CLERK OF THE LEGISLATURE
NASSAU COUNTY
2010 MAY 10 4 06 11

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Long Beach Aware

CONTRACTOR ADDRESS: 20 West Park Avenue Suite 303A, Long Beach, NY 11561

FEDERAL TAX ID #: 46-4441986

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: None

Dated: 12/28/17

Signed: [Signature]

Print Name: Subi Vining

Title: Executive Director

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name JUDITH VINING
Date of birth 04 10 1947
Home address 410 EAST BROADWAY - Apt 3V
City/state/zip Long Beach, NY 11561
Business address 20 West Park Ave, Suite 303
City/state/zip Long Beach, NY 11561
Telephone 516-208-6205
Other present address(es) NONE
City/state/zip NONE
Telephone NONE

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 11/01/2014 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Judith Vining, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2nd day of January 2018

Kathryn J. Whaley
Notary Public 1/2/18

Kathryn J. Whaley
Notary Public, State of New York
No. 01W16238935
Qualified in Nassau County
Commission Expires April 11, 2019

Long Beach ALVARE
Name of submitting business

Judith Vining
Print name

Judith Whaley
Signature

Executive Director
Title

01 / 02 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Ellen Friedl
Date of birth 12/29/1955
Home address 317 Blackheath road
City/state/zip Lido Beach NY 11561
Business address None
City/state/zip _____
Telephone 516 889-5973
Other present address(es) _____
City/state/zip _____
Telephone 516 398-6818
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6/1/17 Treasurer 1/1/
Chairman of Board 1/1/ Shareholder 1/1/
Chief Exec. Officer 1/1/ Secretary 1/1/
Chief Financial Officer 1/1/ Partner 1/1/
Vice President 1/1/
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ___ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

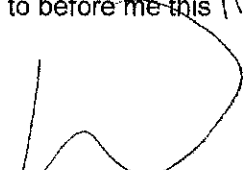
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ellen Friedl, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of January 2018


Notary Public

NELSON A. VINOKUR
Notary Public, State of New York
No. 30-02VI6019349
Qualified in Nassau County
Commission Expires Feb. 08, 2019

Long Beach Aware
Name of submitting business

Ellen Friedl
Print name

Ellen Friedl
Signature

President Long Beach Aware
Title

01 / 11 / 18
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Clifford Richner
Date of birth 6/9/52
Home address 330 W. 72nd St., Apt 12A
City/state/zip New York, NY 10023
Business address 2 Endo Blvd
City/state/zip Garden City, NY 11530
Telephone 516-569-4000 x229
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 2/10/12 to 1/2014 / /
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.
Vice President, Richner Communications

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) ☒
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Clifford Richner, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of Dec 2017

Hollis Farberman
Notary Public

HOLLIS FARBERMAN
Notary Public, State of New York
No. 01FA6045890
Qualified in Nassau County
Commission Expires July 31, 2018

Long Beach Aware
Name of submitting business

Clifford Richner
Print name

Clifford Richner
Signature

Vice President
Title

12.28.17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Patricia H. Hache
Date of birth 8/18/55
Home address 30 Lincoln Ave
City/state/zip Mass Rte NY 11762
Business address Zucker House 1000
City/state/zip Blair Oaks NY 11004
Telephone 516 470-8944
Other present address(es) _____
City/state/zip _____
Telephone 516 578-1692
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary 6/1/17
Chief Financial Officer / / Partner / /
Vice President / / _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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I, PATRICIA HINCKA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of JANUARY 2018

Notary Public

Name of submitting business

Print name

Signature

Title

Date

GRACE P. MILLER
Notary Public, State of New York
No. 41-4851876
Qualified in Queens County
Commission Expires February 3, 2018

GRACE P. MILLER
Notary Public, State of New York
No. 41-4851876
Qualified in Queens County
Commission Expires February 3, 2018

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/10/18

1) Proposer's Legal Name: Long Beach Caution to Prevent Intoxicated Drinking, LLC DBA: Long Beach AWARE

2) Address of Place of Business: 20 West Park Ave, Suite 303, Long Beach, NY 11561

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-208-6205

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 6793544880000

5) Federal I.D. Number: 46-4441986

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) NOT FOR PROFIT - INC. 4/15/18

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____


12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ 

If Yes, provide details for each such conviction NONE

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

WE HAVE A FORMAL CONFLICT OF INTEREST POLICY IN OUR POLICY + PROCEDURES MANUAL

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; December 20, 2013
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable); New York State
 - v) The number of employees in the firm; 5
 - vi) Annual revenue of firm; \$ 350,000.00
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 4 years, 1 month
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company New York State Office of Alcohol and Substance Abuse Services (OASAS)

Contact Person Scott Brady

Address 450 Western Avenue

City/State Albany, New York

Telephone 518-457-4384

Fax # NONE

E-Mail Address SCOTT.BRADY@OASAS.NY.GOV

Company Long Beach School District
Contact Person DR. Jennifer Gallagher
Address 235 Lido Blvd.
City/State Lido Beach, NY 11561
Telephone 516-697-2104
Fax # None
E-Mail Address jgallagher@lbeach.org

Company Glen Cove SAFE
Contact Person DR. Sharon Harris
Address Glen Cove City Hall, Rm. 204, 1 Glen Street
City/State Glen Cove, New York
Telephone 516-676-2808
Fax # None
E-Mail Address SAFE@GLENCOVE (P) yahoo.com

CERTIFICATION

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I, Judith Vining, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of April 2018

Kathryn J. Whaley
Notary Public

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019

Name of submitting business: Long Beach Coalition to Prevent Underage Drinking, Inc.
By: Judith Vining DBA: Long Beach AWARE
Print name
[Signature]
Signature
Executive Director
Title
4/10/2018
Date

LongBeachAware

Executive Director
Judi Vining

Board of Directors
Ellen Friedl
President

Clifford Richner, Esq.
Vice-President

Patricia Hincken
Secretary/Treasurer

Alphonzo Albright
Director

January 19, 2018

To Whom it May Concern:

Please be advised that Long Beach AWARE is an OASAS funded prevention provider. There is no license or Certificate of Operations provided by OASAS for this designation. I am enclosing the email from OASAS that included both our provider number (48860) and our PRU which is 90860.

Sincerely yours,



Judi Vining, Executive Director

Long Beach AWARE

----- Original Message -----

From : McGuire, Jeffrey (OASAS)[mailto:Jeffrey.McGuire@oasas.ny.gov]
Sent : 12/15/2014 11:13:35 AM
To : jvining@lbcoalition.org
Cc : Paula.Pontrelli@hhsnassaucountyny.us
Subject : FW: Long Beach AWARE

Hi Judi,

Long Beach AWARE will be operational January 1, 2015. A provider number has been assigned. It is 48860. A PRU number has also been assigned. It is 90860. The proposed funding amount is \$295,492.

It is also very important that you keep back up documentation for services provided until the new OASAS prevention data reporting system is operational.

If you have any questions or concerns please feel free to contact me.

Thank you and have a great day,

Jeffrey T. McGuire
Addictions Program Specialist
NYS-OASAS Long Island Field Office
Pilgrim Psychiatric Center, Building #1
998 Crooked Hill Road
West Brentwood, New York 11717-1087

(631) 434-7204 Office (631) 434-7264 Fax
Email: Jeffrey.McGuire@oasas.ny.gov

IMPORTANT NOTICE:

This message, and any attached file(s), if any, may contain legally privileged and/or confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail and the attachments hereto, if any, is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or replying to the message AND permanently delete this e-mail and the attachments hereto, if any, and destroy any printed copies thereof.

LongBeachAware

Executive Director
Judi Vining

Board of Directors
Ellen Friedl
President

Clifford Richner, Esq.
Vice-President

Patricia Hincken
Secretary/Treasurer

Alphonzo Albright
Director

January 19, 2018

To Whom it May Concern:

The Board of Directors for Long Beach AWARE as of June 1, 2017 is as follows:

President:	Ellen Friedl,
Vice-President	Clifford Richner
Secy'/ Treasurer	Patricia Hincken
Member	Alphonzo Albright

Executive Director: Judi Vining

Sincerely yours,



Judi Vining, Executive Director

CONFLICT OF INTEREST POLICY

OF

Long Beach Coalition to Prevent Underage Drinking Inc.

ARTICLE I PURPOSE

The purpose of the conflict of interest policy is to protect the interest of Long Beach Coalition to Prevent Underage Drinking Inc. (hereinafter "the Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or trustee of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II DEFINITIONS

1. Interested Person

Any director, trustee, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III PROCEDURES

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors or trustees whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual

or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V COMPENSATION

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI ANNUAL STATEMENTS

Each director, trustee, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy
- b. Has read and understands the policy.
- c. Has agreed to comply with the policy, and

- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

This agreement and policy has been adopted by the undersigned.

Gregory Friedl 1/8/14
Gregory Friedl, MD Date

Ellen Friedl 1-8-74
Ellen Friedl. Date

Cliff Richner 1/8/14
Cliff Richner Date

We Address Issues Around Substance Use by Teens and Young Adults

- Alcohol
- Marijuana
- Prescription drugs
- Heroin
- Other harmful substances

Things Parents Can Do To Keep Their Kids Safe...

- Have frequent and open communication
- Set clear family rules
- Enforce consequences
- Know your teen's friends and their parents
- Lock-up your alcohol & prescription drugs
- Be a role model
- Don't be naïve
- Educate yourself!



Resources:

www.oasas.ny.gov
www.drugfree.org/the-parent-toolkit/
www.casacolumbia.org
www.madd.org/underage-drinking/the-power-of-parents/
www.ncadd.org/for-parents-overview
www.underagedrinking.samhsa.gov

To contact the Coalition or learn more about its activities:

Office

Long Beach Coalition
to Prevent Underage Drinking, Inc.
20 West Park Ave, Suite 303A
Long Beach, NY 11561

E-Mail

Info@lbcoalition.org

Phone

516-208-6205

Online:

www.longbeachaware.org

Facebook

www.facebook.com/longbeachaware

Twitter

[@longbeachaware](https://twitter.com/longbeachaware)

LongBeachAware.org

Changing the Culture Surrounding
Alcohol and Other Drug Use

A part of Long Beach Coalition to Prevent Underage Drinking, Inc. Funding was made possible (in part) by Grant Number 5U79SP01566 from SAMHSA. Its contents are the author's sole responsibility and do not represent the official views of SAMHSA.

Long Beach Coalition to Prevent Underage Drinking, Inc.



LongBeachAware.org



Mission Statement

The mission of the Long Beach Coalition to Prevent Underage Drinking, Inc., is to help our community become a healthier and safer place for families by changing the culture surrounding alcohol and other drug use.

LongBeachAware.org

About the Coalition

Long Beach Medical Center established the Coalition to Prevent Underage Drinking in August 2000 to address underage drinking and other drug use as a public health crisis. In December 2013, the Coalition became a nonprofit organization. In May 2014, the Coalition launched the Long Beach Aware campaign.



Over the years, the Coalition and its partners have worked collaboratively to decrease substance use - alcohol, tobacco, marijuana, heroin, prescription drugs, and other harmful substances - in our community.

Our Accomplishments Include:

- Change in Open Container Ordinance
- Lock-Up-Your-Liquor Campaigns
- Teen Night Out
- Social Host Law (First in the NY State)
- School District Breathalyzer Policy
- Recipient of DFC, EUDL, STOP and Prevention First - NY! grants
- Weekly alcohol awareness series



Our Approach

"Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has."

- Margaret Mead

The Coalition's focus is aimed at changing *our world* - Long Beach and it's surrounding communities - into a safe and healthy place for families. We use a three - pronged approach: increased enforcement, limiting access and education - all geared towards bringing about lasting change in the community culture around alcohol and other drug use.

What We Do

- Advocate for policies that limit kids' access to alcohol & drugs
- Community education
- Youth leadership training
- In-services for coaches, lifeguards & police
- Responsible beverage service training for merchants
- Provide and support substance-free youth activities



The Coalition's Partner's include:

- City of Long Beach
- Long Beach Police Department
- Long Beach School District
- Nassau County District Attorney
- Long Beach Herald Newspapers
- Long Beach Chamber of Commerce
- Central Council PTA
- Long Beach High School PTSA
- Long Beach Middle School PTA
- Morning Madness
- LBHS Peer Leaders
- LBMS SADD
- Long Beach Fire Department
- Long Beach Auxiliary Police
- Interfaith Clergy Association
- Martin Luther King Center
- Circulo de la Hispanidad
- Long Beach Latino Civic Association
- Long Beach NAACP



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Advocate: Write letters or send e-mails to support policy changes

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CONTRACT FOR OASAS TREATMENT SERVICES

THIS AGREEMENT, dated as of January 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii), **Long Beach AWARE** a New York State not-for-profit [change if not New York or not-for-profit] corporation, having its principal office at **20 West Park Avenue, Long Beach, NY 11561** (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, the State of New York, through its Office of Alcoholism and Substance Abuse Services (the "Office"), is desirous of providing funding to the County in connection with the implementation and administration of effective policies and programs designed to carry out the services described in this Agreement and has formulated, set forth and outlined certain criteria and guidelines in connection therewith and has authorized the County on behalf of the Department to enter into agreements with contractors in cooperative efforts to accomplish such aims and purposes; and

WHEREAS, the Contractor is a not-for-profit corporation duly chartered by the State of New York and is empowered and authorized, among other things, to engage in Alcohol and/or Substance Abuse programs and has adequate facilities and competent personnel essential to the successful development and implementation of Education, Prevention and Treatment programs involving alcohol and substance abuse;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2018 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be: as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement.

3. Payment. (a) Amount of Consideration.

(i) Agreement Year. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement during the first Agreement Year (the "First Year Maximum Amount") shall not exceed **Two Hundred Ninety Six Thousand Eighty Three Dollars (\$296,083.00)** to be paid as follows:

(A) One third ($\frac{1}{3}$) of the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").

(B) Subsequent monthly installments shall be paid on a reimbursement basis for actual expenses incurred solely in accordance with the budget attached hereto.

(C) Generally, on each of the first eleven (11) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one eleventh ($\frac{1}{11}$) of the Advance. This recapture schedule may be modified at the Department's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except as set forth above in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form satisfactory to the County that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10th) of the month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement. The Contractor agrees that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for Services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

(i) Reimbursement by the contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as hereinafter defined (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. Amounts allocated to line items within the total amount of the Budget attached hereto may be transferred among items upon written request by the Contractor and approval by the County or Department. Any inconsistent provision of this Agreement notwithstanding, the Contractor agrees that any fees paid by or on behalf of a recipient to the Contractor for Services and activities conducted in implementing the program funded by this Agreement, and any income derived from any funds provided by the County or the Office pursuant to the Agreement, shall be accounted for and applied in such a manner and to such purpose as shall be provided by the budget for such program, approved in writing by the County or Department.

(iii) Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement Year shall not be applied to or utilized for a different Agreement Year.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or as a Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including those relating to the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit "D", conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, confidentiality, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted, including without limitation, those issued by the Office and the Department.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. (i) The Contractor shall fully comply with regulations relating to the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110, as may be amended from time to time. (ii) The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and the Civil Rights Law of New York State, as amended, will furnish all information and reports deemed necessary by the New York State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the New York State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the nondiscrimination clauses, the Executive Law and Civil Rights Law. (iii) The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

(f) The Contractor shall fully comply with all applicable provisions of Part 84 of Title 45 of the Code of Federal Regulations, as may be amended from time to time, concerning nondiscrimination on the basis of handicap.

7. Minimum Service Standards. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor, in accordance with Law, as hereinafter defined and under the guidance and jurisdiction of the Department and the Office, shall formulate, develop, and implement plans and programs in accordance with various treatment modalities for the prevention or treatment of chemical abuse.

(d) The Contractor shall maintain units of service and expectancies (which may be amended from time to time) established by the County, the Department and the Office.

- (e) The Contractor shall provide Services, including, but not limited to, the following:
 - (i) The planning of treatment according to acceptable medical and professional standards for effective services to the greatest number of clients without delay;
 - (ii) The rendering of Services to adults and children under appropriate professional direction;
 - (iii) Services of professional staff which shall be integrated through meetings and conferences for the planning for care for all clients;
 - (iv) Consultant services to other County Departments, community agencies, and other groups to facilitate appropriate care and/or referral of the chemical abusing and addicted population as well as significant others;
 - (v) To conduct outreach efforts for priority groups as established by the Department.

(f) The Contractor agrees to provide services as required by this Agreement, If necessary, at least three (3) evenings each week, if providing chemical dependency services.

(g) The Contractor's Director or the Coordinator of its chemical dependency services shall participate in six (6) mandated "Coordinators' meetings" per year. The Department will give notice to the Contractor as these meetings are scheduled.

(h) The Contractor shall maintain or cause to be maintained appropriate case records for each chemical abuser participating in the alcohol or substance abuse treatment program conducted pursuant to this Agreement which will permit the reporting of census, contacts or both on a monthly basis. Such report shall be submitted on forms designed by the Office and the Department in accordance with the instructions therefore.

(i) The Contractor shall keep, maintain and furnish statistics, data, case records and narrative reports as may be required and directed on forms designed by the Department and the Office and to make all such records available for inspection and copy at all times by authorized personnel of the Department and the Office.

(j) The Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed, no later than forty-five (45) days before the beginning of the year in which the operating schedule will be effective.

(k) No person shall be denied services because of an inability to pay or because of, including but not limited to, race, sex, color, disability, marital status, creed or country of origin. The Contractor shall make no distinctions among participants under this Agreement on the basis of race, color, creed, national origin, sex, disability or marital status.

(l) Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff member shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

(m) No chief administrator, executive officer, executive director, head of staff or person holding a similar position shall be appointed by the Contractor to administer or work in this program, except with the written approval of the Department. The Contractor shall notify the Department in writing no less than thirty (30) days prior to anticipated changes in personnel at the Executive and/or Program Director level, or in the administrative oversight of the organization, or in the location of any Services funded through the Department and the Office.

(n) The Contractor shall review and evaluate its program, as frequently as may be necessary, but at least annually, and submit such evaluation report on forms designated by the Department to insure that its program is being effectively implemented, and shall encourage the Contractor staff to continue their training and education in maintaining the quality of the Contractor's service.

(o) The Contractor shall forward to the Department copies of annual reports, evaluations and Board minutes.

(p) Both parties hereto agree that they will aid and cooperate with each other and the Office in the coordination of all activities herein contemplated in an effort to maximize results for those exposed to or likely to be exposed to chemical abuse.

(q) The Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission, within thirty (30) days of such changes or revisions.

(r) The Contractor's agency Board of Directors or Trustees shall meet at least nine (9) times a year, and copies of all Board minutes from these meetings shall be forwarded to the Department within thirty (30) days of each Board meeting.

(s) The Contractor shall [1] staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hire sufficient numbers of multi-lingual direct service workers, and [2] provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer populations it serves.

(t) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance.

The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County to insure proper care and referral of patients to other suitable facilities, adequate disposition of case records, and appropriate disposition of property, equipment and funds vested in the name of the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) The Contractor agrees that, if notified by the Department that the Contractor is a Subrecipient of federal funds as part of the reimbursement against this Agreement, the Contractor shall comply with all the applicable compliance and audit requirements of OMB Circular A-133 as amended, including but not limited to ensuring that the required audits are performed and appropriate corrective action is taken promptly. The Contractor shall permit the County and its auditors to have access to the Contractor's records and financial statements as necessary for the County to review the Contractor's compliance. The Contractor shall fully cooperate with the Department in the Department's monitoring of the Contractor's adherence to the applicable federal laws and regulations, if applicable.

(c) Inventory. (i) Title to all equipment, supplies, material and furniture purchased with funds paid under this Agreement (the "Equipment") shall vest in the County or the Office, as applicable, and the Equipment shall not be disposed of without the prior written approval of the County.

(ii) The Contractor shall submit to the Department, at least fifteen (15) days prior to the placing of an order to purchase furniture and/or equipment, a list which shall set forth the number of such items proposed to be purchased, their respective intended location and use, the estimated unit price, the estimated total price of the proposed order, and three (3) bids on each item proposed to be purchased, as required by the County. The Contractor shall secure written approval from the Department and the Office prior to the placing of any order to purchase, as required.

(a) The Contractor shall, upon discovery of a theft or unexplained disappearance of any item of furniture or equipment, promptly report the matter to the police and the Department.

(b) The Contractor must also make a record of the disappearance, including a record of the results of any investigation which may be made.

(iii) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(iv) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Publications. The Contractor shall not publish any research findings concerning the data ascertained in consequence of conducting the subject program without first obtaining the Office's and the Department's written approval. Any publication, presentation at a professional conference, or announcement of any nature, issued or authorized by the Contractor, relating to the subject program shall acknowledge the Office's and the Department's support in clearly legible print using the following statement: "Contractor and/or program is funded by the New York State Office of Alcoholism and Substance Abuse Services and the Nassau County Department of Drug and Alcohol Addiction."

19. Funding. Funding for this Agreement is contingent on the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement, additional New York State funds are made available to the County, and the County Legislature makes a budgetary appropriation for this purpose, the County may allocate to the Contractor a portion of these additional funds. Such allocation shall be accomplished by formal written amendment of this Agreement and the budget attached hereto. Payment to the Contractor of any such additional allocation shall be made on a reimbursement basis for amounts actually expended as provided for elsewhere in this Agreement.

20. Certifications. (a) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding lobbying as set forth in Exhibit "A" attached hereto.

(b) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Environmental Tobacco Smoke as set forth in Exhibit "B" attached hereto.

(c) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Closely Allied Entities as set forth in Exhibit "C" attached hereto, and that the information provided by the Contractor in Exhibit "C" is true and correct to the best of its knowledge.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

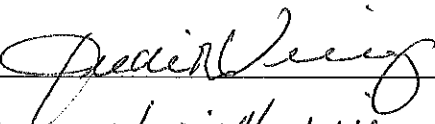
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Long Beach AWARE

By: 
Name: Jodi H. King
Title: Executive Director
Date: 1/2/18

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Title: Chief Deputy County Executive
☐ Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 2nd day of January in the year 2018 before me personally came Judith Vining to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the executive director of Long Beach aware, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn J. Whaley
11/2/18

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Agency: Long Beach AWARE

Legal Name of School or Contractor

By: Judi Vining

Name: Judi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT B

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residents; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification the Contractor certifies that the Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The above recited language reflects the federal requirements or all federally funded programs. However, New York State Public Health Law 1399-o, governing smoking in public places and facilities, is more restrictive than the federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

Agency: Long Beach AWARE

Legal Name of School or Contractor

By: Judi Vining

Name: Judi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT C

Section F of the Entity Identification; NYS Charities Registration Information; and Required Certification Form to the OASAS Contract Document

F. CLOSELY ALLIED ENTITIES CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies that the following information is correct:

Does your organization have a relationship with any entity which meets the criteria (of a closely allied entity (CAE), as defined in Local Services Bulletin No. 1999-02, issued on January 29, 1999.

☐ YES

☒ NO

If YES, please identify each entity below and, by checking the box next to each, in the column labeled "In Compliance", certify that, in accordance with OASAS policy on closely allied entities, as delineated in Local Services Bulletin No. 1999-02:

Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a CAE, including the leasing of property and/or the purchase of good and/or services from a CAE are/will be restricted to the lesser of the actual cost to the CAE or fair market value of the transaction.

All funds available to the service provider, through fund raising activities carried out by a CAE on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget.

Documentation is/will be maintained to full demonstrate compliance with OASAS policy.

CAE Name	In Compliance
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Agency: Long Beach AWARE

Legal Name of School or Contractor

By: Jodi Vining

Name: Jodi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **Long Beach AWARE** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "E PHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____
Print Name: _____
Title: _____
Date: _____

Long Beach AWARE

By: *Judi Vinny*
Print Name: Judi Vinny
Title: Executive Director
Date: 01/02/2018

Appendix A
Program Narrative

APPENDIX A – PROGRAM NARRATIVE 2018
CHEMICAL DEPENDENCY SERVICES
PREVENTION

School District/Agency Name: Long Beach AWARE

Program Site: Long Beach, New York

Address: 20 West Park Avenue, Suite 303, Long Beach, New York 11561

Contact Person: Judi Vining

OASAS Program/PRU#: 48860/90860

1. PROGRAM DESCRIPTION:

a) Program Goals (Provide an overview of the program's purpose):

Long Beach AWARE's purpose is to help Long Beach and its surrounding communities become a healthier and safer place for families by changing the culture surrounding alcohol and other substance use. We will accomplish this through a combination of environmental and evidence-based strategies.

b) Program Objectives (Describe the type of services provided; Specify which Model Programs are or will be delivered):

1. Environmental strategy: Communities Mobilizing for Change on Alcohol (CMCA)
2. Evidence-Based Model Program(s):
 - a. Lion's Quest
 - b. Positive Action
 - c. Active Parenting/Active Parenting Now

c) Description of the Target Population Served:

1. CMCA: communities of Long Beach, Lido Beach, Island Park, East Atlantic Beach and Point Lookout
2. Lion's Quest: Long Beach Middle School Students
3. Positive Action: At risk for substance abuse and other behavioral problems K-7 graders in two community based after-school programs

4. Active Parenting/Active Parenting Now: parents of at-risk students in the after-school program, parents referred by the Long Beach Court system, and parents of school-aged children referred by the school district.

d) Service Utilization:

Service Type	2016-17 Actual	2017-18 Projected	2018-19 Projected
# Receiving Prevention Counseling	0	0	0
# Participating in Model/Non-Model Program	1464	1800	1800
# Participating in Single Session/Single Continuing	620	700	700
# Receiving Environmental Services	3541	5000	5000

2. PARTICIPANT OUTCOMES:

a) Describe, in numerical terms, the expected participant centered outcomes to result from the delivery of program services (% changes in behaviors, culture, norms):

CMCA:

1. 10 % reduction in sales to minors
2. 10% increase in Social Host Violations
3. 10% increase in community awareness of social host
4. 5% reduction in minor in possession citations

Lion's Quest:

1. 80% demonstrated knowledge of alcohol, other drugs and mental health issues

Positive Action:

1. 20 % reduction in problem and disruptive behaviors

Active Parenting/Active Parenting Now:

1. 25% increase in active listening skills
2. 30 % increase in positive problem solving skills

Community Capacity Building:

1. 20 % increase in community awareness of culture surrounding alcohol and other substance use/abuse
2. 10% effort devoted to developing a law/policy aimed at reducing substance use/abuse

b) Describe the methods and instruments used to measure individual and aggregated participant outcomes:

1. Police Department and Court data on citations issued as compared to prior years
2. Youth Development Survey given to Middle School and High School students
3. Community Survey conducted in different parts of the community as well as on-line, compared to prior years' surveys

3. STAFFING:

Position Type	FTE 2017 YTD	FTE 2018 Budgeted
Executive Director	1	1
Social Worker	1	1
Prevention Specialist	1	1
Administrative Assistant	.6	.6
Evaluator/Data Coordinator	.06	.06

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

JUDIA VINING (Name)
20 WEST PARK AVENUE, Suite 303 (Address)
Long Beach, N.Y. 11561 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/2/18
Dated

[Signature]
Signature of Chief Executive Officer

Josiah Winick
Name of Chief Executive Officer

Sworn to before me this

2nd day of January, 2018.

Kathryn J. Whaley
Notary Public

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019



Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # _____

Contract Name: **LONG BEACH AWARE**

Program Name: **LONG BEACH AWARE**

Select Line To
Work On Here

Budget Summary

Work on Salary
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency
Contribution

Line #	Expense type	Total \$
1a	Salary	\$210,627
1b	Fringe	\$32,001
1 Total	Personnel (Salary plus Fringe)	\$242,628
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$0
5	Supplies	\$5,000
6	Contractual Services	\$22,875
7a	Rent	\$22,680
7b	Utilities	\$0
8	Department Specific Costs	\$0
9	Other Costs	\$2,900
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$296,083
11	Revenue, Income, Matches, Local Tax	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$296,083
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$296,083

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval



Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
Judi Vining, Director	1	Administrative work/Prevention work	1.00	\$83,850	\$7,723	\$91,573
Jacqueline Raffaele, SW	1	Social Worker, work with School District and after school programs	1.00	\$55,000	\$11,366	\$66,366
Jenna Stein, Prev. Specialist	1	Work in School and community providing evidence based programs	1.00	\$40,000	\$9,984	\$49,984
Cindy Casson, Evaluator/Data	1	review data for CMCA, evaluate program effectiveness	0.06	\$6,037	\$558	\$6,595
Darlene Tangney, Adm. Asst.	1	Mailings, appointments, recordkeeping, clerical	0.60	\$25,740	\$2,370	\$28,110
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$210,627	\$32,001	\$242,628

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time



EDWARD P. MANGANO
COUNTY EXECUTIVE



JAYNE GREENE, N.P.
ACTING DIRECTOR

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: (516) 227-7057; Fax: (516) 227-7076
behavioralhealth@lhssnassaucountyny.us

2018 Refunding Certification

		YES	NO
PROVIDER:	Long Beach Aware		
ADDRESS:	20 West Park Avenue, Suite 303A, Long Beach, NY 11561		
PROGRAM TYPE:	PREVENTION/AGENCY		
PROGRAM LIAISON:	Paula Pontrelli, BS Ed., CPP		
OMH/OASAS/OPWDD LICENSED:			X
NCMH/CDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	May 11, 2017		
PERFORMANCE OUTCOMES REVIEWED:	Compliance with NYS OASAS WITNYS Prevention Plan, community capacity building, NYS OASAS Prevention Guidelines and Nassau County contractual obligations		
OVERALL RATING:	In compliance with prevention plan, guidelines, and contractual obligations and is expected to meet targets		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2018		X	

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, OASAS or OPWDD and Nassau County funding requirements.

Signed: _____

Jayne T. Greene
Acting Director

Date: _____

11/29/17



CERTIFICATE OF LIABILITY INSURANCE

COALITI

CP ID: RS

DATE (MM/DD/YYYY)

02/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Denis A Miller Ins. Agency 80 West Park Avenue Long Beach, NY 11561 Denis A Miller		CONTACT NAME: Denis A. Miller PHONE (A/C, No, Ext): 516-432-9245 FAX (A/C, No): 516-432-3735 E-MAIL ADDRESS:		
INSURED The Long Beach Coalition to Prevent Underage Drinking Inc. 20 West Park Avenue - Ste 303 Long Beach, NY 11561		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mount Vernon Insurance Company		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	NBP2551077C	03/21/2017	03/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department
of Human Services
60 Charles Lindbergh Blvd
Suite 200
Uniondale, NY 11553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Denis A Miller

© 1988-2014 ACORD CORPORATION. All rights reserved.



LONGBEA-06

VATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frenkel & Company
350 Hudson Street, 4th Floor
New York, NY 10014
(212) 488-0200

CONTACT NAME: Terri Burke
PHONE (A/C, No, Ext): 646-893-0385
E-MAIL ADDRESS: tburke@frenkel.com
FAX (A/C, No): 201-536-4788

INSURED
Long Beach Coalition To Prevent Underage Drinking
20 West Park Avenue, Suite 303
Long Beach, NY 11561-

INSURER(S) AFFORDING COVERAGE
INSURER A: Security National Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:
NAIC # 19879

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SWC1159291	8/28/2017	8/28/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Human Services
60 Charles Lindbergh Blvd
Ste 200
Uniondale, NY 11553-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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6 NASSAU COUNTY LEGISLATURE

7

8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

12

13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

15

16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

20

21

22 May 23, 2018

23 5:11 P.M.

24

25

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2 A P P E A R A N C E S:

3

4 LEGISLATOR RICHARD NICOLELLO

5 Chair

6

7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

9

10 LEGISLATOR STEVEN RHOADS

11

12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

16

17 LEGISLATOR DELIA DERIGGI-WHITTON

18

19 LEGISLATOR SIELA BYNOE

20

21

22

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24

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1 Rules 5-23-18

2 LEGISLATOR NICOLELLO: Roll call

3 please.

4 MR. PULITZER: Rules Committe

5 role call. Legislator Siela Bynoe.

6 LEGISLATOR BYNOE: Here.

7 MR. PULITZER: Legislator Delia

8 DeRiggi-Whitton.

9 LEGISLATOR DeRIGGI-WHITTON:

10 Here.

11 MR. PULITZER: Ranking member

12 Kevan Abrahams.

13 LEGISLATOR ABRAHAMS: Here.

14 MR. PULITZER: Legislator Laura

15 Schaefer.

16 LEGISLATOR NICOLELLO: Designate

17 Legislator Kennedy sitting in for Laura

18 Schafer.

19 MR. PULITZER: Legislator

20 Kennedy.

21 LEGISLATOR KENNEDY: Here.

22 MR. PULITZER:

23 LEGISLATOR RHOADS: Present.

24 MR. PULITZER: Vice-chairman

25 Howard Kopel.

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2 LEGISLATOR KOPEL: Here.

3 MR. PULITZER: Chairman Richard
4 Nicolello.

5 LEGISLATOR NICOLELLO: Here.

6 MR. PULITZER: We have a quorum.

7 LEGISLATOR NICOLELLO: Thank
8 you. We two items on the Rules Committee
9 calendar. I am going to call them both
10 together. If necessary we can vote on them
11 separately.

12 Item 236-18 is a resolution
13 authorizing the county executive to execute an
14 intermunicipal agreement with the town of
15 Hempstead in relation to procuring and
16 installing a recreational improvement project
17 at Wynsum Avenue Park.

18 E-62-18 is a resolution authorizing
19 the county executive to execute a personal
20 services agreement on behalf of the county
21 acting on behalf of the Department of Human
22 Services office, the Youth Services and Long
23 Beach Aware.

24 Moved by Legislator Rhoads. Second
25 by Legislator Kennedy. Those two items are

1 Rules 5-23-18

2 before the committee.

3 LEGISLATOR ABRAHAMS: I have just
4 a question for the administration regarding
5 item A-64-18 It has come to our attention in
6 reviewing the contract for Long Beach Aware
7 that Mr. Alphonso Albright is a principal or
8 works for Long Beach Aware. Could you give us
9 some insight on that particular --

10 MS. BREIL: Trista Breil.
11 Actually I cannot give some insight on that.
12 That's something that I would have to bring
13 back to the office.

14 LEGISLATOR ABRAHAMS: We don't
15 have an issue Mr. Albright. Our concern is
16 obviously the administration has done its due
17 diligence to ensure that Mr. Albright hasn't
18 been involved in any of the procurement that
19 has been tied to Aware as he's a commissioner
20 of corrections for the county. We just want
21 to make sure that we have cleaned that slate
22 to make sure it's going forward. So if the
23 administration can get back to us I'd
24 appreciate it in making that that has been
25 done.

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2 Hey Mike.

3 MR. SANTORAMO: Mike Santoramo. We
4 spoke with your council earlier today and I
5 spoke with our deputy county executive for
6 compliance and you can be assured that Mr.
7 Albright has nothing to do with any
8 procurement in the county.

9 LEGISLATOR ABRAHAMS: Thanks
10 Mike. Just what we wanted to hear.

11 LEGISLATOR NICOLELLO: Good.
12 Thank you. Any other questions? Any public
13 comment?

14 MS. MEREDAY: My question has to
15 do with the municipal agreement as far as what
16 is the cost of the project? What does it is
17 actually entail? And as it pertains to the
18 diversity inclusions, since the county, as far
19 as I know, doesn't have an inspector general
20 to kind of go over these contracts overall, in
21 light of past activities within the county. I
22 mean, someone has to ask these questions. You
23 might have the documents before you but the
24 residents are at a disadvantage not knowing
25 what is happening. So again, the cost of the

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2 project, the inclusion involved and what does
3 it entail? Says installing a recreational
4 improvement project. I mean, are you adding a
5 swing? A slide? What does it mean?

6 LEGISLATOR NICOLELLO: We have
7 the perfect person to answer at least some of
8 those questions.

9 LEGISLATOR RHOADS: Thank you Mr.
10 Chairman. Ms. Mereday, the overall cost of
11 the project is estimated to be about
12 \$230,000. \$100,000 of that will be coming
13 from a grant through the state government that
14 was originally secured by Senator Venditto and
15 is being given to the Town of Hempstead. The
16 Town of Hempstead will control compliance,
17 obviously, with their internal procedures.

18 MS. MEREDAY: Well,
19 unfortunately, I've been told this on numerous
20 occasions for the number of years I've been
21 going to the town, is not under any obligation
22 to really emphasize any type of benchmarking
23 or, you know, fair outreach as it pertains to
24 minority women, sevice-disabled. Best efforts
25 is an ad in Newsday and notification on their

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2 website. So I would not be impressed by
3 hearing that the Town of Hempstead is
4 responsible for the enforcement as it pertains
5 to inclusion when the county has some
6 mandates. Whether you have actually --

7 LEGISLATOR RHOADS: Well, the
8 issue that we have, Ms. Mereday, is the fact
9 that Wynsum Park is actually a Town of
10 Hempstead facility. Nassau County would not
11 be able to do any of the construction on a
12 Town of Hempstead facility. That's why
13 there's an intermunicipal agreement between
14 the two.

15 MS. MEREDAY: I understand that.
16 But within the negotiations and the language,
17 being that I'm not a lawyer, but most people
18 say you really need to have a cadre of them, I
19 need to have some clarity as it pertains to
20 the rights when we're talking about funding
21 that's coming from this. We're talking about
22 state grants, which I would say has some
23 inclusion from a federal connection, which
24 means that there are some compliance issues
25 that I would hope someone is taking into

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2 consideration. Because there is no track
3 record as it pertains -- there are no
4 numbers -- unless again you have the
5 information and the rest of us do not --
6 there's no numbers that speak to any
7 involvement inclusion of certain
8 service-disabled veteran-owned LBGT as it
9 pertains to contracting in Nassau County.

10 This is 2018. Who is going to be
11 responsible? If the county executive is
12 signing an agreement as the representative for
13 this county. Based upon trying to be
14 inclusive, when do the residents really see
15 where that inclusion is coming from that we're
16 getting the opportunities, or it's just going
17 to the same people that you see every month?

18 LEGISLATOR RHOADS: Just a point
19 of clarification -- and Mr. Pulitzer correct
20 me if I'm wrong -- everything that we have
21 here, because I've already stated this a
22 couple of times, Ms. Mereday, I heard you say
23 this, everything we have here is posted
24 online, correct?

25 MR. PULITZER: Yes sir.

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2 LEGISLATOR RHOADS: So

3 Ms. Mereday, I would refer you to go online to
4 make sure that what you want to see what we
5 have, we don't have any special documents.
6 So, whatever we have is posted online before
7 the meeting.

8 MS. MEREDAY: Okay. Well, of
9 this that you read -- I mean, because you have
10 you, you have staff, you have other people,
11 you have attorneys, things of that nature.

12 LEGISLATOR ABRAHAMS: Yes, they
13 prepare recommendations and thoughts, yes.

14 MS. MEREDAY: I understand that.
15 I don't always have the time to read every
16 piece of paper, every document. But I do know
17 that when I went to the site that I not seen
18 the inclusion. And knowing again what is on
19 the site as pertains to service-disabled
20 veteran-owned businesses in the county is not
21 fulfilling what is on its site.

22 LEGISLATOR RHOADS: I just want
23 to correct the record, because you said that
24 what we have up here, almost implying that you
25 don't have something there.

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2 MS. MEREDAY: Okay.

3 LEGISLATOR RHOADS: Okay. So,
4 just to correct the record, everything that we
5 have up here, the contract itself that I'm
6 looking at, the public has access to. So
7 we're not hiding it.

8 MS. MEREDAY: Okay. But are you
9 comfortable with that fact that there is --
10 what is the oversight? Are you comfortable if
11 I go to look at this contract?

12 LEGISLATOR ABRAHAMS: I'm
13 comfortable based on of my review as well as
14 our staff review. I'm comfortable in voting
15 for this contract, yes.

16 MS. MEREDAY: And that there is
17 going to be inclusion and there is going to be
18 benchmarking and it's going to involve -- when
19 the program for the county does not even have
20 sufficient staff for the input for this.

21 LEGISLATOR RHOADS: That is
22 something that requires greater input from the
23 administration. Which that could be the
24 reason we hold up every contract in the county
25 and we could completely stop business in the

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2 county. We could do that too. But if you're
3 asking me if am I comfortable with this
4 agreement, yes, we are comfortable with this
5 agreement and i plan to vote for it.

6 That being said, I'm not taking
7 umbrage with your issue on whether or not
8 there is minority or veterans future work
9 that's planned for this contract. My point
10 was that I've heard you say it a couple of
11 times at these at legislative meetings that --

12 MR. MEREDAY: I said maybe.

13 LEGISLATOR RHOADS: Ms. Mereday,
14 I never interrupted you. Please.

15 All I'm saying is that you said
16 that we have stuff up here that you don't have
17 there. That implies like we have some special
18 documents, which we do not. Everything that
19 we have up here the public has. That's all I
20 wanted to do to correct the record, because
21 I've heard you say that a couple of times.
22 There is nothing special that we have up here
23 that the public does not have. Thank you.

24 MS. MEREDAY: Okay. Then I will
25 look at the contract so that I will, as you

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2 say, and I did is say you might have
3 information. That's a whole completely
4 different kind of thing than saying that you
5 have it.

6 LEGISLATOR RHOADS: You did say
7 might. But there is no might.

8 MR. MEREDAY: Okay.

9 LEGISLATOR RHOADS: There is no
10 might.

11 MR. MEREDAY: But you do have
12 this that says that's outlined what the county
13 is supposed to do as it pertains -- now I have
14 this. This is what the county is supposed to
15 do as it pertains to service-disabled
16 veteran-owned businesses.

17 LEGISLATOR RHOADS: Ms.
18 Mereday --

19 MR. MEREDAY: As you said, I
20 didn't interrupt you but you're interrupting
21 me.

22 LEGISLATOR RHOADS: Okay. Go
23 ahead.

24 MS. MEREDAY: I did say this is
25 what you have and this is what you are not

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2 doing. These are grounds right here. But why
3 add to another litigation that the county is
4 more than likely going to lose. That's all
5 I'm saying. Thank you.

6 LEGISLATOR RHOADS: Gotcha. No
7 problem.

8 LEGISLATOR NICOLELLO: Okay.
9 Hearing no further discussion I'm gong to call
10 a vote on these two items. This is just Rules
11 Committee members. All in favor signify by
12 saying aye. Those opposed? They carry
13 unanimously.

14 Motion by legislator Kennedy,
15 seconded by Minority Leader Abrahams to
16 adjourn or close the hearing -- adjourn Rules
17 all in favor signify by saying aye. Those
18 opposed? Rules is adjourned.

19 (Meeting was adjourned at 5:21
20 p.m.)

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CERTIFICATION

I, FRANK GRAY, a Notary
Public in and for the State of New
York, do hereby certify:

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 11th day of
June 2018

FRANK GRAY