

1. Public Notice

Documents:

[4-26-21 RULES.PDF](#)

2. Rules And Contract 4-26-21

Documents:

[E-77-20 NCWEB.PDF](#)

[R-4-26-21.PDF](#)

[R-4-26-21 ADDENDUM.PDF](#)

[A-32-21 NCWEB.PDF](#)

3. Rules Committee 4/26/21

Documents:

[RULES COMMITTEE, 04-26-21.PDF](#)



## **PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT

**THE NASSAU COUNTY LEGISLATURE WILL HOLD**

**A MEETING OF THE RULES COMMITTEE**

**ON**

**MONDAY, APRIL 26, 2021 AT 1:00 PM**

**IN**

**THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER  
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING  
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**

*Please be advised that due to health and safety concerns associated with the COVID-19 virus, the Peter J. Schmitt Memorial Legislative Chamber will be open to a maximum of thirty-five members of the public. Further, this meeting will be available for viewing online at <http://www.nassaucountyny.gov/agencies/Legis/index.html>*

*Public comment on any item may be emailed to the Clerk of the Legislature at [LegPublicComment@nassaucountyny.gov](mailto:LegPublicComment@nassaucountyny.gov) and will be made part of the formal record of this Legislative meeting.*

*While Chamber capacity is limited, the Nassau County Legislature is committed to making its public hearings accessible to individuals with disabilities. If, due to a disability, you need an accommodation or assistance to participate in the public hearing 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 of the Physically Challenged at 227-7101 or TDD telephone No. 227-8989.*

**MICHAEL C. PULITZER**  
Clerk of the Legislature  
Nassau County, New York

**DATED: April 19, 2021  
Mineola, NY**



E-77-20

**NIFS ID:CQPK2000013 Department: Parks**

**Capital:**

SERVICE: License Agreement

Contract ID #:CQPK2000013 NIFS Entry Date: 06-APR-20 Term: from to

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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Nassau Equestrian Center at Old Mill, Inc.</b>	Vendor ID#: [REDACTED]
Address: 62 Route 106 Jericho, NY 11753	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0272

## Routing Slip

Department	NIFS Entry: X	08-APR-20 -- PABUFFOLINO
Department	NIFS Approval: X	08-APR-20 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-APR-20 -- IQURESHI
OMB	NIFS Approval: X	08-APR-20 -- SJACOB
County Atty.	Insurance Verification: X	14-APR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	14-APR-20 -- DMCDERMOTT
CPO	Approval: X	16-APR-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>17-APR-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>20-APR-20 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>22-MAY-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions.
<b>Method of Procurement:</b> RFP #PW-B9000019S issued on April 9, 2019
<b>Procurement History:</b> RFP #PW-B9000019S issued on April 9, 2019 ; Five (5) proposals received and evaluated. The highest ranking proposer was Nassau Equestrian Center, and as a result was selected and awarded the License agreement.
<b>Description of General Provisions:</b> The Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions. The Operator shall pay to the County a license fee in an annual aggregate amount equal to the greater of 9.5% of gross receipts or the minimum guarantee fee as listed in Section 4.1.1. In addition, the Operator shall invest at least 125,000.00 during the first two (2) years of the 10 year term and \$50,000.00 in the five (5) year renewal term for capital improvements.
<b>Impact on Funding / Price Analysis:</b> Revenue contract
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	gen	Revenue		1	pkgen3110de500	\$ 0.01
Control:	pk	Contract:	X			\$ 0.00
Resp:	3110	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.01			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>
<b>RENEWAL</b>						
% Increase						
% Decrease						

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, TO EXECUTE A LICENSE AND OPERATING AGREEMENT WITH NASSAU EQUESTRIAN CENTER AT OLD MILL, INC.

WHEREAS, the County has negotiated a license and operating agreement with Nassau Equestrian Center at Old Mill, Inc. in relation to the operation of a horse farm at Old Mill, Jericho, New York; and

WHEREAS, that the Nassau County Department of Parks, Recreation and Museums has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be identified as a “Type II” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), recommends that the Legislature upon its review of the attached documentation, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Nassau Equestrian Center at Old Mill, Inc.; and further

RESOLVED, 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., that the proposed grant of the use and occupancy permit for 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 a classification as a Type II action.



**Contract Approval Request Form (As of January 1, 2015)**

1. **Vendor:** Nassau Equestrian Center at Old Mill, Inc.

2. **Dollar amount requiring NIFA approval:** \$.01

**Amount to be encumbered:** \$.01

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: 10 years after Commencement date**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal %	0
Capital Improvement Fund (CAP)		State %	0
X Other		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 Operator is given the right and privilege to use, occupy and operate the premises at the Old Mill Horse Farm. The Operator will oversee and promote programs and services including, but not limited to a Boarding Program, Lesson Program, Day Camps and Clinics and Exhibitions. aggregate amount equal to the greater of 9.5% of gross receipts or the minimum guarantee fee as listed in Section 4.1.

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

## 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.

IQURESHI

09-APR-20

**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.**

Jack Schnirman  
Comptroller



Redacted  
COPY

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: NASSAU EQUESTRIAN CENTER

CONTRACTOR ADDRESS: 62 Route 106, Jericho, NY

11753 FEDERAL TAX ID #: 26-4056894

***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 April 9, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on April 9, 2019, via email and regular mail to interested parties and by publication on the County procurement website. Four hundred seventy-nine (479) of potential proposers received notice of the RFP. Twenty-five (25) viewed the documents, Fifteen (15) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. More than Ten (10) Potential Proposers were sent the RFP via email. Proposals were due on May 9, 2019. A total of Five (5) proposals were received and evaluated. The evaluation committee consisted of Four (4) employees of the Department of Parks, Recreation & Museums; Andrew Goldstein, Michael Butkewicz, Victoria Kaso and Cindy Gillen (non-voting Chair), Two (2) employees of the Nassau County Police Department; Patricia Oswald and Eric Arnold, and One (1) employee of the Nassau County Society for Prevention of Cruelty to Animals; Gary Rogers. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **Nassau Equestrian Center** was the awarded Proposer.

**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.

  
\_\_\_\_\_  
Eileen Krieb, Commissioner  
4/7/2020  
\_\_\_\_\_  
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.



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?

YES  NO  If yes, to what campaign committee?

"Laura Curran 2017" Campaign

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.

Electronically signed and certified at the date and time indicated by:  
Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

Dated: 12/12/2019 11:57:51 AM

Vendor: Nassau Equestrian Center at Old Mill Inc.

Title: President

**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: John Pizzirusso  
Date of birth: 01/12/1952  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 62 route 106  
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country: US  
Telephone: 1-516-342-1771

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>01/12/2009</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
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.  
I own 100% of the shares of the corporation.

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 notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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? Y  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Nunzio Pizzirusso , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nunzio Pizzirusso , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Nassau Equestrian Center at Old Mill Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

President

Title

12/12/2019 11:59:27 AM

Date

**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: 10/01/2019

1) Proposer's Legal Name: Nassau Equestrian Center at Old Mill Inc

2) Address of Place of Business: 62 route 106

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (631) 678-3805

Does the business own or rent its facilities? Rent If other, please provide details:  
\_\_\_\_\_

4) Dun and Bradstreet number: Not applicable

5) Federal I.D. Number: ██████████

6) The proposer is a: Other (Describe) S-Corporation

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, please 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, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

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, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

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 investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

b) Any misdemeanor charge pending?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

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 investigation, an explanation of the  
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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  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.

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.

In the event a conflict arises, the County will be notified to make a determination

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.

1 File(s) Uploaded: John resume.docx

Have you previously uploaded the below information under in the Document Vault?

YES  NO

Is the proposer an individual?

YES  NO  Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/12/2009

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

First Name Nunzio  
Last Name Pizzirusso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position President

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name Nunzio  
Last Name Pizzirusso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position President

- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
7
- vi) Annual revenue of firm;  
818000
- vii) Summary of relevant accomplishments  
Operated Equine stables for over 50 years.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.  
50

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
We have been running Horse Stables for 50+ years and have been in this location for the last Ten.

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 Chestnut Vale Feed  
 Contact Person Josh Riale  
 Address [Redacted] State/Province/Territory NY  
 Country [Redacted]  
 Telephone [Redacted]  
 Fax # [Redacted]  
 E-Mail Address [Redacted]

Company Rojas Insurance  
 Contact Person Janet Rojas  
 Address [Redacted] State/Province/Territory NY  
 City [Redacted]  
 Country US  
 Telephone [Redacted]  
 Fax # [Redacted]  
 E-Mail Address [Redacted]

Company Ortega & Di Leonardo  
 Contact Person Michael Di Leonardo  
 Address [Redacted] State/Province/Territory NY  
 City [Redacted]  
 Country US  
 Telephone [Redacted]  
 Fax # [Redacted]



I, Nunzio Pizzirusso , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nunzio Pizzirusso , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: Nassau Equestrian Center At Old Mill Inc

Electronically signed and certified at the date and time indicated by:  
Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

President  
Title

04/16/2020 12:10:10 PM  
Date

## JOHN PIZZIRUSSO

I was raised in the equestrian industry. My expertise encompasses both financial and daily managing responsibilities of boarding stables, equestrian training centers and their grounds.

My experience includes pioneering and financing several riding facilities, from a conceptual vision straight through to fully operating and multi-faceted equestrian centers. My experience includes (competent) extensive design through physical construction as well as the establishment and implementation of successfully managed and maintained equestrian centers and their facilities all the while keeping the patrons satisfied.

My qualifications go well beyond the design and management of successful, safe equestrian facilities.

- I have bred, raised and broken to saddle young horses.
- I have owned and maintained a 300 acre horse and hay farm.
- I have organized and held many horse shows, clinics, cross country events (that I built and designed), special events, polo matches, etc at Caumsett State Park equestrian center as well as other facilities.
- I have made a major capital investment at Camusett equestrian center mainly a large 80 x 200 steel indoor arena and a large 64 stall barn complex with all the amenities.
- I restored the Historic Marshall Field Polo Stable and broodmare barn at Caumsett State Park.
- I reintroduced polo to Caumsett equestrian center, restoring Marshall Field III Polo grounds.
- I have held clinics of all disciplines by world famous Olympic competitors, which provided Long Island residents with the chance to benefit from the instruction of some of the foremost horsemen in the world.
- One year I hosted the Special Olympics equestrian event at Caumsett for physically and mentally challenged children.
- I also started an educational program with YMCA to educate children in all facets of horsemanship.
- I was recruited for developing and operating a large scale summer riding program for Computer Associates.
- I renovated and expanded facilities and programs which significantly increased revenue at Babylon Riding Center.

My vast experience in the educational and instructional areas of the equine business is instrumental in the successes that my clients have enjoyed for over 30 years.

I believe I have attributes, abilities, and complete understanding of the unique requirements of operations of State, County, Private and Corporate owned equestrian facilities. After expending more than \$970,000 on both physical improvements and revenue to the State during my 20 years at Caumsett together, guarantee the willingness to provide a smooth execution of his contractual obligations and responsibilities.

The major renovations that were done helped start up Marshall Field's historic brick barn stable facility Caumsett equestrian center riding center. When I arrived it was an abandoned facility that was used as training for firemen for 20 years prior with no boarders or horses at the end of a 10 mile road that only went to that section of Lloyd harbor.

I completely restored Old Mill Farms from what as an exceptionally neglected facility with mountains of manure everywhere; all the fencing falling apart, dilapidated barns, demolition of multiple buildings with no foundations and no traversable pathways to a fully functioning facility. The buildings that stayed up got all new siding, interior work, plumbing, etc.

My achievements, as documented in the following descriptions of past operations and letters of endorsement, has consistently demonstrated a willingness to devote myself completely to the needs of the patrons of the facilities, as well as develop an excellent relationship with the residents neighboring those properties. These endorsements are not limited to individuals, but include many Long Island Equestrian Associations and groups.

What separates me from the rest is my literal daily hands on approach in every aspect of the facility. I take great pride in knowing the boarders are content, the students are excelling, our horses are healthy, and our grounds are impeccably maintained. I can't stress enough what a multifaceted industry this is and the attention to every detail that is required to be successful.

In summary, it is my belief that there is no other candidate that can offer the depth and scope of relevant knowledge and expertise to the Nassau County patrons in the capacity that I am capable of as I have demonstrated over the past ten years here at Nassau Equestrian Center.

## John Pizzirusso

### QUALIFICATIONS OVERVIEW

Over fifty years experience as an owner operator of several very successful equestrian facilities. Expertise ranges from all areas of horsemanship to financial and daily management of boarding stables, equestrian training centers and their grounds.

*All facilities include private boarding, riding lessons, and bridle paths.*

Key accomplishments:

Entrepreneur who grew six equestrian facilities from conception through effective business planning, creative instructional lesson programs and attention to detail described on the following pages;

### PROFESSIONAL EXPERIENCE

Nassau Equestrian Center Inc.,	42 acre facility	June 2009 – Present
Muttontown Preserve Trails President and CEO	550 acre preserve bridle paths	

Babylon Riding Center, Belmont Lake State Park trails President and CEO	300 acres of bridle paths	August 1998 – Present
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COMPUTER ASSOCIATES CHARLIE WANG The Riding Club Inc. President and CEO		1999-2003
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Caumsett Park Equestrian Center, Inc. Camusett State Park Trails President and CEO	150 Acre facility 1500 acres of bridle paths	1978-1998
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Sleepy Hollow Horse Farm Family Owned Kinderhook, NY	10 years	1971-1981
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Bethpage Riding Academy,	5 years	1971-1976
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Babylon Riding Academy, Family Owned	50+ years	1965-Present
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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau Equestrian Center at Old Mill Farm Inc

Address: 62 route 106

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: \_\_\_\_\_

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Closely Held Corp (specify) \_\_\_\_\_

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):

First Name	<u>Nunzio</u>
Last Name	<u>Pizzirusso</u>
MI	_____ Suffix _____
Address	<u>62 route 106</u>
City	<u>jericho</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11753</u>
Country	<u>US</u>
Position	<u>President</u>

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.

If none, explain.

Nunzio Pizzirusso

*No shareholders, members, or partners have been attached to this form.*

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.

No other companies are affiliated

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.

Not applicable

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable

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.

Electronically signed and certified at the date and time indicated by:

Nunzio Pizzirusso [NECATOLDMILL@AOL.COM]

Dated: 12/12/2019 11:59:47 AM

Title: President

**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.

This LICENSE AND OPERATING AGREEMENT (“Agreement”) made as of the date last executed by the parties (the “Effective Date”), between the **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501 (the “County”) acting by and through the Department of Parks, Recreation and Museums having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 (the “Department”), and **NASSAU EQUESTRIAN CENTER at OLD MILL, INC.**, a New York corporation, having its principal office at 62 Route 106, Jericho, New York 11753 (“Operator”).

WHEREAS, the County, pursuant to the Environmental Bond Act Program (Title 59 of the Nassau County Miscellaneous Laws, Local Law No. 10-2006), acquired title to approximately 41.75 acres of land and the improvements thereon located at 62 Route 106 Road in Jericho, New York, further designated as Section 16, Block C, Lots 250, 371, 406, 415 and 441 on the Nassau County Land And Tax Map (such land and improvements, including the residential structures, buildings and improvements, collectively, the “Premises”);

WHEREAS, the County desires to make the Premises available to its citizens for certain nature and horse trails open to the public; occupancy of farm buildings, stables, horse stalls; use of lands for agricultural purposes, livestock, animal husbandry, grazing, care of animals, horseback riding, polo and other equine activities as more particularly described herein; and

WHEREAS, the County procured Operator pursuant to a Request For Proposals, PW-B9000019S, issued on April 9, 2019 (the “RFP”) and believes that the Operator is well-qualified to facilitate the public use and enjoyment of the Premises and wishes to provide for the long term operation and maintenance of the Premises by Operator, subject to certain terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

## I. DEFINITIONS

1.1. As used throughout this Agreement, the following terms shall have the meanings set forth below:

- (a) “Capital Improvements” shall mean all construction, reconstruction or renovation of the Premises necessary to implement the capital improvements as described in the Capital Restoration Plan attached hereto as Exhibit “C-1”. Capital Improvements also include installation of all “Fixed Equipment”, as that term is defined in this Section, which the Operator installs or causes to be installed on the Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Premises. Operator must secure written permission from the Department to perform any Capital Improvement on the Premises.

- (b) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (c) "County" shall mean the County of Nassau, its departments and political subdivisions.
- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Effective Date" shall mean the date this Agreement become effective which shall be the date it is executed by a Deputy County Executive of Nassau County.
- (f) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Operator.
- (g) "Fixed Equipment" shall mean any property affixed in any way to Premises, whether or not removal of said equipment would damage Premises.
  - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Premises subsequent to the date of execution of this Agreement.
  - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (h) "Gross Receipts" shall include, without limitation, (1) all funds received by, or accruing to Operator, without deduction or set off of any kind, from all revenue-producing activities as may be specifically allowed hereunder or approved by the Department, and directly related to and derived from Operator's activities at the Premises (including without limitation any and all boarder fees), provided that Gross Receipts shall exclude: the amount of any federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Operator as against its revenues. (2) Gross Receipts shall also include all sales made by any operator or operators using the Premises under a properly authorized sublicense or subcontract (but not Special Event(s) as described in Section 6.1 and 16.1 herein) with Operator as provided in Section 17 herein, and shall include Operator's income from rental and sublicense or subcontracting fees and commissions received by Operator in connection with all services provided by Operator's subcontractors or sub-Operators, or instructors functioning as independent Operators at the Premises. (3) Gross Receipts shall also include sales made for cash or credit (credit sales shall be included in Gross Receipts as of the date of such sale) regardless of whether the sales are paid or uncollected, it being the distinct intention and agreement of the parties that all sums due to be received by the Operator from all sources from the operation of this Agreement shall be included in Gross Receipts. (4) Gross Receipts shall also include the funds received by Operator from the sponsors of Special Events (e.g. horse shows or competitions and freelance instructor ring fees).
- (i) "Premises" or "Premises" shall mean the area on Exhibit "A" so designated and any buildings, structures and improvements contained thereon or constructed thereon and more particularly described in Exhibit "B".

- (j) "The Department" shall mean the Nassau County Department of Real Estate Planning & Development.
- (k) "Term" shall mean the term of this Agreement as defined in Section III.
- (l) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the day before the anniversary of the Commencement Date in the following calendar year.

## II. RIGHT TO OPERATE/GRANT OF LICENSE

- 2.1 The County does hereby grant to Operator a non-exclusive license, right and privilege to use, occupy and operate the Premises subject to and in accordance with the provisions set forth in this Agreement. It is expressly understood and agreed that no real property is leased to Operator as a result of this Agreement. The Premises shall be restricted to the areas depicted in Exhibit "A", and the Operator shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.
- 2.2 Operator shall obtain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, including without limitation State Environmental Quality Review Act (SEQRA) approval, which are or may become necessary to lawfully occupy and operate the Premises in accordance with the terms of the Agreement. Whenever any act, consent, approval or permission is required of the County or the Department under this Agreement, the same shall be valid only if it is in writing and signed by a duly authorized representative of the Department.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Operator, but that during the Term of the Agreement, Operator shall have the use of the Property only so long as Operator is in compliance with each and every term and condition in this Agreement. None of the rights herein granted to Operator are, nor shall they be construed as, a lease, easement, or other interest in land. Operator is not authorized to lease all, or any portion of, the Premises. Only licenses or permits are allowed under this Agreement.
- 2.4 Operator shall provide, at all times, free access to the Premises to the Department or its representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes. Without limiting the generality of the foregoing the Premises shall be available for weekly, monthly, yearly, and spot inspections by the Nassau County Police Mounted Unit Supervisor, Mounted Unit Police Officers (collectively the "NCPDMU") and/or the Nassau County Society For the Prevention of Cruelty to Animals (the "SCPA").

- 2.5 The rights and privileges set forth herein are granted subject to all requisite approvals, including, if required, review and approval by the Nassau County Planning Commission, as well as the County Legislature.

### III. TERM OF AGREEMENT

- 3.1 The Agreement term ("Term") shall commence on the Effective Date of this Agreement ("Commencement Date") and shall terminate on the tenth anniversary (the "Termination Date") of the Commencement Date, unless extended or terminated earlier as herein provided. The Department may exercise an option of renewing this Agreement for one (1) additional five-year term, on the terms and conditions as are contained herein.
- 3.2 Notwithstanding any language contained herein, this Agreement is terminable at will by the County in its sole and absolute discretion, at any time, provided that the County shall act in good faith and shall not have the right to terminate this Agreement at will in an arbitrary and capricious manner. Such termination shall be effective thirty (30) days after written notice is sent to Operator. The Department, the County, its employees and agents shall not be liable for damages to Operator in the event that this Operator is terminated by the Department as provided for herein. In the event such notice is not given, this Agreement shall terminate as described in Section 3.1 of this Agreement.
- 3.3 (a) Should Operator breach or fail to comply with any of the provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting the Agreement or the Premises with regard to any and all matters, County may in writing order Operator to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that Operator fails to comply with such written notice within twenty days from the mailing thereof, or fails to promptly and diligently commence and pursue compliance within that time subject to unavoidable delays beyond the reasonable control of Operator, then this Agreement shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows within two (2) years thereafter, County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.
- (b) The following shall constitute events of default for which this Agreement may be terminated on one-day notice: (i) appointment of any receiver of Operator's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Operator permanently of the rights, powers, and privileges necessary for the proper conduct and operation of this Agreement; (iv) the levy of any attachment or execution which substantially interferes with Operator's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty

days; (v) should Operator be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; (vi) should any principal of Operator be convicted of a crime involving moral turpitude.

Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this Agreement.

- 3.4 Upon expiration or sooner termination of this Agreement by County, all rights of Operator herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, or the Department, except as provided in paragraph 18.4 below.
- 3.5 Operator shall, on or prior to the expiration or sooner termination of Agreement, remove all personal possessions from the Premises. Operator acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this Agreement is intended by Operator to be abandoned. Operator shall remain liable to the County for any damages, including lost revenues and the cost of removal or disposal of property should Operator fail to remove all possessions from the premises on or before the expiration or termination date.

IV. PAYMENT TO THE COUNTY; GROSS RECEIPTS; ACCOUNTING PROCEDURES & RECORDS; SECURITY

- 4.1.1 In consideration of the County granting the non-exclusive right to occupy and operate the Premises, the Operator shall make license payments, as set forth below:

Throughout the Term hereof, Operator shall pay to the County a License Fee in an annual aggregate amount equal to the greater of Nine and 1/2 Percent (9.5%) of Gross Receipts or the Minimum Guaranteed Fees herein listed, said Minimum Guaranteed Fees payable monthly on the first day of each calendar month:

<b>Year</b>	<b>Minimum Annual License Fee</b>	<b>Minimum Monthly License Fee</b>
One	\$72,960.00	\$6,080.00
Two	\$80,750.00	\$6,729.17
Three	\$80,750.00	\$6,729.17
Four	\$80,750.00	\$6,729.17
Five	\$80,750.00	\$6,729.17
Six	\$80,750.00	\$6,729.17

Seven	\$80,750.00	\$6,729.17
Eight	\$80,750.00	\$6,729.17
Nine	\$90,250.00	\$7,520.84
Ten	\$92,625.00	\$7,718.75
Eleven – if option exercised	\$92,625.00	\$7,718.75
Twelve– if option exercised	\$92,625.00	\$7,718.75
Thirteen– if option exercised	\$92,625.00	\$7,718.75
Fourteen– if option exercised	\$92,625.00	\$7,718.75
Fifteen– if option exercised	\$92,625.00	\$7,718.75
Total	\$1,284,210.00	

4.1.2 The Operator agrees to retain all current boarders until expiration of their current agreements and, upon request of the County, to submit a list of all current boarders along with their fees, term and other applicable information. The Operator shall not increase the Boarding fees of any current boarder to be in excess of their current Boarding fees attached hereto as Exhibit "F" and made a part hereof (plus an annual Consumer Price Index ("CPI") cost of living increase, described as: Series Title: All items in New York- Newark -Jersey City, NY-NJ-PA, CPI Series Id: CUURS12ASA0) without the prior written consent of the Department. The Operator shall not increase the Boarding fees for new boarders to be in excess of \$1160 per month (except for CPI increases as stated above) without the prior written consent of the Department during the Term of this Agreement and any renewal periods. The Operator may charge fees for late payments and for extra services. The fees for such extra services are listed in Exhibit "E" attached hereto and made a part hereof. The fees for such extra services may only be increased with the prior written consent of the Department.

(a) On or before the fifteenth (15<sup>th</sup>) day following each quarter of each Operating Year, Operator shall submit to the Department, in a form reasonably satisfactory to the Department, a statement of Gross Receipts and Expenditures, signed and verified by an officer of Operator, reporting any Gross Receipts generated and expenditures made as described in Section 4.1.1 above under this Agreement during the preceding quarter. Operator shall also submit a summary report of Gross Receipts and Expenditures for each Operating Year within ninety (90) days of the end of each Operating Year of this Agreement. Each of the reports shall include the Gross Receipts generated and expenditures made in connection with

the Premises in the following categories: Boarding Fees, Instruction/Training, Daily Use and Sales, Events, Site Fees for commercial films along with all other sources of revenue realized from the Operator's operation of the Premises. At the end of each quarter during the Term, Licensee and the County shall calculate and determine the total aggregate annual amount of Licensee Fee payments made hereunder during said quarter (the "Measured Quarter"), to determine if total License Fee payments have equaled or exceeded the Minimum License Fee Amount. To the extent said aggregate annual payments have been less than the Minimum License Fee Amount (the "Shortfall"), the amount of said Shortfall shall be due and payable with the next regular monthly payment.

(b) Operator shall indicate on its statement of Gross Receipts and Expenditures whether or not these amounts are inclusive of sales tax collected.

4.1.3 On or before the sixtieth (60<sup>th</sup>) day following each Operating Year, Operator shall submit to the Department an income and expense statement pertaining to all operations under this Agreement, signed and verified by an officer of Operator and prepared by a Certified Professional Accounting firm.

4.2 (a) In addition to any other requirements stated herein, the Licensee will be required to execute a performance bond in the amount of \$30,000.00. As an alternative to a performance bond, Licensee may, in its sole discretion, instead submit to the County a security deposit (the "Security Deposit") in the amount of \$30,000.00 as security for the faithful performance of this License Agreement, with the understanding that the whole or any part thereof may be used by the County to remedy any deficiencies that may arise from any default on the part of the Licensee. The Security Deposit shall remain in effect for the life of this License Agreement and shall be held by County, without liability for the County to pay interest thereon or any obligation to place or keep cash deposited hereunder in interest-bearing bank accounts.

(b) Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$100.00 per month on overdue fee payments shall become immediately due and payable to the County as liquidated damages for the administrative cost and expenses incurred by Parks by reason of Licensee's failure to make prompt payment and said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15<sup>th</sup>) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure

by Parks to bill Licensee for late charges shall constitute a waiver by Parks of such late charges or his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

- 4.3 (a) The Operator 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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) (1) Independent Annual Financial Statements and Reports. In the event that the income and expense statements provided for in paragraph 4.1.5, above, are not adequate for the County's needs and the County demands it, the Operator shall submit financial statements for the Operator's most recent fiscal year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Such financial statements shall be submitted within one hundred and eighty (180) days after the close of the relevant fiscal year. Upon written request of the Operator, the Comptroller, in his or her sole discretion, may extend the time for the submission of such financial statements, provided that (i) such extension is granted in writing, and (ii) the Operator provides the Comptroller with an unaudited financial statement covering the relevant fiscal year.

(b) (2) Supplemental Information. Such financial statements shall include as supplemental information detailed schedules of the Operator's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Premises. Such supplemental information shall be provided in a format mutually agreed upon by the Operator and the County and shall be reconciled to the basic financial statements.

(c) Annual Reports. The Operator shall each fiscal year provide the County with a copy of its annual report, if issued by the Operator, and shall render such other reports and statements, and furnish such information, financial or otherwise,

relating to the Premises and/or the Operator' obligations under this Agreement as may reasonably be requested by the County.

(d) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Operator shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Operator pursuant to this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

- 4.4 Licensee is solely responsible for the payment of all federal, state and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state and County sales tax, pursuant to Section 1.1(i) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

#### V. RIGHT TO AUDIT

- 5.1 The Department, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Operator forty-eight (48) hours notice, to examine or audit the records, books of account and data of the Operator. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Operator's books for the purpose of audit, the Department, the Comptroller or other duly authorized county representative reserves the right to conduct, and Operator hereby permits, periodic "spot" inspections of the Premises at any time during the Term of this Agreement for the purpose of inspecting the operations and activities of the Operator at the Premises and all reports or data generated from or by the Operator or its authorized subcontractors to include, without limitation regulatory inspections, maintenance inspections and quality assurance inspections. Operator shall cooperate fully and assist the Department, the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Operator's books and records, including supporting documentation, are situated at a location 50 miles or more from the County, the records must be brought to the County for examination and audit or Operator must pay food, board and travel costs incidental to two auditors conducting such examination or audit at said location.
- 5.2 The failure or refusal of the Operator to permit the Department, the Comptroller, or their designees to audit and examine the Operator's records, books of account and data or otherwise conduct an inspection of the type referred to therein, or the interference in any way by the Operator in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and

conditions of this Agreement and a default hereunder which shall entitle the Department to terminate this Agreement.

## VI. USE COVENANTS

- 6.1 (a) The Operator covenants and agrees that, during the Term of this Agreement, it will renovate and manage the Premises including all buildings, structures, improvements, fixtures and equipment in accordance with the Capital Improvement Plan. The Operator covenants and agrees to conduct various public programs ("Public Programs") at the Premises. Such Public Programs may include, without limitation, riding lessons, after-school programs, summer/vacation day camps, educational programs for schools and other organizations, programs for persons with Disabilities, Special Olympic equestrian events and horse and pony lease programs. Anticipated activities are to include: Boarder use, instruction, horse shows, polo, hayrides, public pony rides, trail riding, jumping, dressage and boarding of other farm animals. The Operator may also allow a bona-fide to sponsor the use of the Premises to conduct Special Events that are of the same nature as the aforesaid Public Programs and anticipated activities, subject to receipt of the Department's prior written consent pursuant to Section 16.1 herein. The Operator may maintain additional horses for lessons and other Department-approved activities at the Premises. In addition, the Operator shall have the right to use the Premises for other purposes consistent with "Open Space Purposes" subject to the prior written consent of the County. As used herein, the term "Open Space Purposes" shall have the meaning ascribed to it under Title 59 of the Nassau County Miscellaneous Laws, Local Law 10-2006, as may be amended from time to time.
- (b) No boarder, instructor or other person or entity shall have the right or authority to sub-license, sub-permit or otherwise transfer any of its interest therein to any stall, boarding facilities or any service whatsoever. Operator shall include in its agreements with such boarder, instructor or other person or entity, in form and substance as approved by County, that any and all sub-licensing, sub-permitting or other transfer any of its interest is strictly prohibited. Operator will strictly enforce this section of its agreements with such boarder, instructor or other person or entity.
- 6.2 The Operator has the right to occupy the housing units located on the Premises and shall continue to have that right subject to the prior written approval of the County, which may be granted, denied or conditioned in the County's sole and absolute discretion. Such housing units may be occupied only by bona-fide employees and staff of Operator, The Operator shall pay all necessary expenses relating to the housing units at the Premises.
- 6.3 The Operator covenants that it shall not erect any permanent structures or facilities on the Village of Brookville portion of the Premises that would interfere with or be inconsistent with the use of the Premises for Open Space Purposes without the consent of the Village and the Nassau County Legislature.

- 6.4 Operator shall make reasonable times available at the Premises to any certified instructor based in Nassau County so that the instructor may give lessons to their clients who are boarders at the Premises. Operator may not charge this instructor more than the fees it charges to its regular instructors.
- 6.5 Operator shall make available, with reasonable advanced notice to Operator, use of the indoor riding ring for Nassau County Police Department Mounted Unit training. NCPDMU shall make every effort to mutually agree with Operator on the indoor ring usage by NCPDMU.
- 6.6 No horse may be left outside during inclement weather, including but not limited to, high temperatures without shelter/shade and access to water, or extremely cold temperatures without shelter and blankets (during the months of November, December, January, February and March).
- 6.7 If during an inspection by either the NCPBMU or SPCA, a determination is made that immediate treatment of a permanently stabled horse is required, Operator agrees to pay for the Veterinarian's visit.
- 6.8 Veterans, First Responders and their families shall receive a twenty percent (20%) discount on all boarding, lesson and camp fees.
- 6.9 In the event of a complaint made against the Operator, or an issue arising between the Operator and a third party, including boarders, respecting payments, services, safety, termination or any other complaint or issue arising from Operator's use of the Premises pursuant to this Agreement, and the complaint and/or issue is not mutually resolved within fourteen (14) days, Operator shall immediately refer said complaint and/or issue to the Advisory Committee (the "Committee"), which will be comprised of members of the NCPDMU, the SPCA and the Department. The Committee has the authority to review documents, speak with witnesses, conduct hearings, and make a determination respecting the complaint and/or issue. The Operator agrees to accept and abide by the Committee's determination.
- 6.10 Any and all waivers of liability required by the Operator must include the County of Nassau, its Departments, employees and agents as protected parties.
- 6.11 Operator shall submit to Parks for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year concerning operating days and hours, and proposed schedule of prices and rates for the services and products to be provided under the License during the forthcoming Operating Year. All schedules are subject to the reasonable approval of Parks. Following approval of such schedules, Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by Parks, the current approved schedule of operating days, hours, fees and rates, and public safety rules pertaining to the operations of the Premises. Any change in such approved hours and fees during the course of an Operating Year must receive prior approval from Parks in writing.

## VII. NAMING RIGHTS; SPONSORSHIPS; ADVERTISING RIGHTS

- 7.1 The Operator shall not be authorized to sell, lease, license, market or otherwise offer so-called "naming rights" and "sponsorship rights" to the Premises. All such rights are specifically reserved by the County. Notwithstanding the foregoing, the facility shall be named "Nassau Equestrian Center at Old Mill". Any change in the name shall be subject to the prior written consent of the County.
- 7.2 Subject to the prior written consent of the County, the County hereby assigns, transfers and sets over to Operator the right to sell to advertisers the right to display advertising signs and banners on the perimeter fencing of the Premises and to display and film other forms of advertisement within the Premises, subject to compliance with all applicable Laws.
- 7.3 The Operator represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Operator shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and hold County harmless from losses on account thereof provided that County shall have given notice to the Operator promptly as to any such suit or claim and shall fully cooperate with the Operator in its defense thereof.
- 7.4 (a) Operator shall expend not less than \$6,000.00 per Operating Year to establish an advertising and promotional program for the activities at the Premises, provided that all brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be subject to the prior written approval of the Department. Operator shall submit documentation in a form acceptable to the Department, at the end of each Operating Year to substantiate expenditure of this amount. Operator shall have the right to print or to arrange for the printing of programs for all activities and events at the Premises containing any advertising matter except advertising matter which is indecent, in obvious bad taste, or which demonstrates a lack of respect for public morals and conduct. Operator may release news items to the media as it sees fit. If the Department in its discretion, however, finds any printed matter or releases to be unacceptable, then Operator shall cease or alter such printed matter or releases as directed.
- (b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations determined through consultation with the Operator.
- 7.5 Any sign posted by the Operator at the Premises, or any advertisement posted on the Premises and used in connection with the Premises, shall be subject to the prior written approval of the Department, and shall be appropriately located.

## VIII. OPERATIONS

- 8.1 The Operator shall maintain and operate the Premises for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable horse farm/riding stable facilities in the New York metropolitan area, and in such further manner as the County shall prescribe. The Operator shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8.2 The Operator shall employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Premises in a manner that is satisfactory to the Department. The Manager must be available by telephone, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, throughout the Term of this Agreement and Operator shall provide the Department with a telephone number at which the Department may contact the Manager in the event of an emergency. Operator shall replace any Manager, employee or subcontractor whenever mutually agreed to by the Department and the Operator.
- 8.3 Operator shall provide equipment which will provide security for all monies received. Operator shall provide for the transfer of all monies collected to Operator's banking institution. Operator shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this Agreement.
- 8.4 Operator shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this Agreement, including but not limited to:
- (a) Collect and safeguard all monies generated under this Agreement;
  - (b) Maintain the Premises;
  - (c) Conduct and supervise all activities to be engaged in at the Premises.
  - (d) Secure the Premises.
- 8.5 Operator shall provide access to the Premises to disabled members of the public. The accessibility shall be clearly indicated by signs and included in all advertising by Operator. Operator shall include in its advertising and promotion materials, a plan that describes how it intends to make available programs, services and activities at the Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.

- 8.6 Operator shall promptly notify the Department of accidents or unusual incidents occurring at the Premises. Such notice, including documents filed with any County, law enforcement or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. Operator shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Premises, and Operator shall notify the Department in writing as to said person's name and address.
- 8.7 Operator shall cooperate with the County in providing use of the Premises for programs conducted by or arranged for by the County consistent with the operation and best practices of comparable horse farm/riding stable facilities in the region during the Term of this Agreement. The Department shall consult with Operator in an effort to schedule such events at times mutually agreeable to Operator and to the Department. Examples of events which would be inconsistent or disruptive to the animals are kite flying, motorcycles, amplified music, fireworks, etc.
- 8.8 The Operator will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law.
- 8.9 Operator shall, at its sole cost and expense, post throughout the Premises such signs as may be necessary to direct patrons to its services and facilities. It is expressly understood that if Operator contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Operator's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs are subject to the Department prior approval.
- 8.10 The County reserves for its sole benefit all other rights to the Premises, including but not limited to intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not contemplated by this Agreement.
- 8.11 Except for properly stored gasoline, or as otherwise agreed to in writing by County or the Department, Operator shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, fireworks display or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Department.

## IX. LIENS

9.1 Lien. (a)(1) The Operator shall not permit the Premises to be encumbered by any Lien (defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(a)(2) The prohibition against liens set forth in subparagraph (a)(1) above shall not be construed to prohibit the financing of expenditures made or incurred by the Operator which are secured, in whole or in part, by a pledge of a security interest in revenues generated by exhibitions, events or other activities on the Premises, provided, however, that such prohibition shall apply to any lien, encumbrance or charge upon income derived from Permitted Rentals.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Operator shall be filed against any assets of, or funds appropriated to, the County, the Operator shall, within ninety (90) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Operator shall not be required to discharge any such lien if the Operator shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Operator's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Operator, the Operator shall immediately cause such lien to be discharged of record.

(c) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Operator any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Operator shall cause all construction agreements to which it is a party to provide, that to the

extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Operator or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

#### X. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE PREMISES

- 10.1 The County shall have no obligation to furnish heat, water, fuel, or any other service, maintenance, cleaning, snow removal, trash removal, to the Premises. However, the County shall provide salt, sand or like substance for ice melting purposes at the Premises. The Operator shall provide snow removal for the road and driveway of the County-utilized Cape House and Tudor House located adjacent to the Premises. It is understood by the Operator that the Operator shall, at the Operator' sole cost and expense and to the satisfaction of the County, (i) keep the Premises clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations at the Premises; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved portions of the Premises, whether furnished to the Operator by or through the County or obtained directly by the Operator from the utility provider, provided, however, that the Operator shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals, including the prior written consent of the County which consent shall not be unreasonably withheld; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; (v) maintenance of cesspool including pumping and (vi) make all structural and non-structural repairs, interior or exterior, required to keep the Premises in good condition at all times.

All repairs, restorations and replacements by the Operator shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner. Any structural repairs must be coordinated with the County who will have the right to review and approve all plans and specifications as more particularly set for in Section 18 entitled "Alterations" below. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Premises); the foundations and all structural portions of the Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Premises (to the extent not maintained by a public utility company), and all components of Base Building Systems as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, wiring, mechanical systems, HVAC systems, electrical systems, plumbing, sewer systems, septic

systems, shafts and conduits located on the Premises, as well as any other systems or components.

- 10.2 Maintenance of Adjacent Areas and Walkways. The Operator, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain the sidewalks and sidewalk areas abutting the Premises.
- 10.3 The Operator represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by the Operator, and has found the Premises to be suitable for its permitted use as provided herein. The Operator acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the HVAC, mechanical, electrical, septic and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Operator is accepting the Premises in its "AS IS" condition "**WITH ALL FAULTS**" as of the date of this Agreement.
- 10.4 The Operator covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Agreement, ordinary wear and tear excepted, and that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Operator further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Operator acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Operator to be abandoned. The Operator shall remain liable to the County for any damages should the Operator fail to cease operations, vacate or remove all possessions from the Premises on or before the expiration or termination date.
- 10.5 The Operator shall not use or permit the storage at the Premises of any hazardous substances or materials.

#### XI. EMERGENCY CONDITIONS

- 11.1 Should County, in its sole and reasonable judgment, decide that an unsafe or emergency condition exists on the Premises after written notification, Operator shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of

time, the Operator shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Operator to cure, under such terms and conditions as appropriate.

## XII. FIXED EQUIPMENT

- 12.1 Operator shall, at its sole cost and expense and to the satisfaction of County, provide and replace if necessary, all equipment necessary for the operation of the Premises, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Premises.
- 12.2 County represents that it has title to all Fixed Equipment. Operator shall have the use of all Fixed Equipment located on the Premises.
- 12.3 Title to any Additional Fixed Equipment, and to all construction, renovation, or improvements made to Premises shall vest in and belong to the County.
- 12.4 Operator must acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Premises as described herein or as reasonably required by County.

## XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Operator shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this Agreement and replace same as needed to satisfy its obligations under this Agreement.
- 13.2 Title to all Expendable or Personal Equipment obtained by Operator shall remain in Operator and such equipment shall be removed by Operator at the termination or expiration of this Agreement. In the event such equipment remains in the Premises following such termination or expiration, County may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Operator.
- 13.3 The Equipment to be removed by Operator pursuant to Section 13.2 above shall be removed from the Premises in such a way as shall cause no damage to the Premises. Notwithstanding its vacating and surrender of the Premises, Operator shall remain liable to County for any damage it may have caused to the Premises.

#### XIV. CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this Agreement, Operator shall surrender the Premises, and the Fixed and Additional Fixed Equipment to which County holds title, in at least as good a condition as said Premises, and the Fixed and Additional Fixed Equipment were found by Operator, reasonable wear and tear excepted.
- 14.2 Operator acknowledges that no representations, warranties or statements have been made by the County concerning the fitness of the Premises and the Fixed equipment and Additional Fixed Equipment located thereon, Operator acknowledges and agrees that by taking possession of the Premises and Fixed Equipment, Operator accepts them in their present condition "as is".

#### XV. HOURS OPEN TO THE PUBLIC; ADMISION FEES

- 15.1 The Premises (not including the Operator-occupied housing units) shall be open to the public not less than six (6) days a week, from the hours of nine o'clock (9:00) A.M. to dusk. Special programs and events may occur on any day and at other hours appropriate therefore (e.g. stargazing, holiday light displays, and the like) subject to the prior written County consent not to be unreasonably withheld. Such programs may not include musical concerts. The Operator may institute a discretionary admissions fee policy with regard to general admission to such public areas, provided that such policy and the suggested fees to be charged are subject to the prior written approval of the County, and may charge a reasonable fixed admission fee for special events and temporary exhibitions. The days and hours that the public areas are open to the public, and the general admission fees to be charged (including the suggested amount of any discretionary fee), shall not be changed without the prior written approval of the Department.

#### XVI. RESERVATION FOR THE DEPARTMENT SPECIAL EVENTS; PUBLIC ACCESS

- 16.1 For the purpose of this Section 16.1 only, the term "Special Event(s)" shall mean any event for which the Department has issued a Special Event Permit, or any County sponsored event. The Department agrees to use its reasonable efforts to notify Operator at least thirty (30) days in advance of any such Special Event. Any Special Events previously scheduled by Operator shall take precedence over any such Department Event. It is expressly understood that this Section 16.1 shall in no way limit the Department's right to itself sponsor or promote Special Events, as defined herein, at the Premises, or to enter into agreements with third parties to sponsor or promote such events, provided that the Department will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and clean-up associated with any such Special Event. The

Department represents to Operator that it has not granted to any other person or entity any license, permit, or right of possession or use that would prevent Operator in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein.

- 16.2 The Department agrees to notify any third-party operator or sponsor of Special Events of Operator's access rights to the Premises and to provide same with the name and telephone number of Operator's manager.
- 16.3 The Operator must maintain the Premises, including without limitation, the riding trails thereon in a manner that they are open to the general public. Any change in Stable fees, trail riding fees, lesson fees or any other fees and charges above those set forth in "Schedule of Fees and Charges" attached hereto as Exhibit "E" and made a part hereof, shall be subject to the prior written approval of the County.

#### XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 Except as provided in this section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended as to ministerial matters, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive") which consent will not be unreasonably withheld, 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.
- 17.2 If consent to assign, amend, waive or subcontract is granted, each assignee or successor to the Operator shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Operator for the performance of all the terms, covenants, conditions and agreements herein contained on Operator's part to be performed. In the event of a default of this Agreement by an assignee, the County will notify the Operator of such default.
- 17.3 Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Operator under this Agreement.
- 17.4 Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County, of the provisions of this Section or relieve the Operator of its liability for the full performance by it of the covenants of this Agreement on the part of the Operator to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the Operator from obtaining the written consent of the County to any subsequent

assignment or encumbrance if such consent is required under the provisions of this Section.

- 17.5 This Section XVII shall not be deemed to prohibit the Operator from granting to any person, firm or corporation ("Person") the right to use the Premises for purposes intended to implement the Operator's use of the Premises as set forth in Section VI of this Agreement, to charge admission therefore or to collect from any such Person fees or rentals for such use of the Premises ("Permitted Rentals") subject to the Department's prior written consent. However, the Operator, its bona-fide employees and staff only may occupy the housing units on the Premises. The Operator shall reinvest all net revenues received by the Operator from Permitted Rentals in its maintenance and operation of the Premises.

### XVIII. ALTERATIONS/REQUIRED CAPITAL IMPROVEMENTS

- 18.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to the original Premises or in the event of fire or other cause), rehabilitation, modification, addition, improvement, Capital Improvement or construction work of any kind to Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Premises.
- (b) Operator may alter Premises only in accordance with the requirements of subsection (c) of this Section. Alterations shall become property of County upon their attachment, installation or affixing.
- (c) In order to alter the Premises pursuant to subsection (b) of this Section, Operator must: (i) obtain the County's written approval for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) ensure that work performed and alterations made on Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Section, in a good and workmanlike manner, and within a reasonable time; and (iii) notify the County of completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) The County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions or improvements, nor shall this provision in any way affect or impair Operator's obligation herein in any respect.
- 18.2 The County reserves the right to perform construction or maintenance work in its discretion at the Premises at any time during the term of this Agreement. Operator agrees to cooperate with the County, to accommodate any such work by the County and provide public and construction access through the Premises as

deemed necessary by the Department. The County shall use its best efforts to give Operator at least fourteen (14) days written notice of any such work and not to interfere substantially with Operator's operation or use of the Premises. The County may temporarily close a part or all of the Premises for the County's purpose as determined by the County. In the event that Operator must close the Premises for the purposes provided for in this Agreement because of the Department's construction, then Operator may propose and submit for the Department's approval a plan to equitably address the impact of the closure. The Operator shall be responsible for security of all Operators' property on the Premises at all times.

18.3 Operator covenants to perform and complete, or cause to be completed by subcontractors acceptable to the County in its sole discretion, Capital Improvements to the Premises, substantially as described in its proposed "Capital Improvement Plan" and "Capital Improvement Schedule" attached hereto as Exhibit "C" and made a part hereof. All Capital Improvements shall be made in accordance with the provisions of this Agreement, including without limitation the DPW Guidelines attached hereto as Exhibit "D" and made a part hereof. Operator shall pay, at its sole expense, for all costs in connection with the Capital Improvements in an amount of at least One Hundred Twenty-Five Thousand (\$125,000.00) Dollars and landscaping in an amount of Fifteen Thousand Dollars (\$15,000.00) during the first two (2) years of the ten (10) year Term of this Agreement; and Fifty Thousand (\$50,000.00) during the the 5-year renewal term of this Agreement, if exercised by the Department. Such funds shall be expended as detailed in the "Capital Improvement Plan" and "Capital Improvement Schedule" attached hereto as Exhibit "C". Operator shall comply with all applicable laws, rules, regulations and County Guidelines, including without limitation, the DPW Guidelines in Exhibit "D". In the event Operator performs all Capital Improvements for less than the amount listed in this Section 18 herein, any excess monies shall be remitted to the County as additional license fees within thirty days following the Department's determination of Final Completion. If Operator fails to complete the Capital Improvements pursuant to the terms herein, the difference between the stated Capital Improvement costs and those costs actually expended shall be paid to the County as a license fee within thirty (3) days following the time limits stated herein.

18.4 If this Agreement is terminated at will by the County (not for cause) or by the Operator pursuant to Section 41.3, prior to the Termination Date (as may be extended or sooner terminated), the County shall cause the successor Operator, if any, to reimburse Operator in an amount equal to the value of the useful life left on the Capital Improvements made by the Operator, calculated as follows:

The total investment, as per paragraph 18.3 above, not including those approved amounts expended for landscaping and soft costs, shall be reduced by a depreciation of investment, calculated on a

straight-line basis without regard to salvage value for the initial term. The useful life shall be the remaining time left on the original Term.

- 18.5 The operator shall provide documentation that the indoor facility is up to date, with all proper permits and DPW approvals. Unless the Operator receives DPW approval for the indoor facility, Operator shall immediately remove said facility.

#### XIX. INDEPENDENT CONTRACTOR

- 19.1 The Operator is an independent contractor of the County. The Operator shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Operator (a "Operator 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 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).

#### XX. NO ARREARS OR DEFAULT

- 20.1 The Operator 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.

#### XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, Operator shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Operator is bound by and shall comply with the terms of Appendices EE and U attached hereto. 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.

(b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the commencement of services, the Department shall ensure that all current and prospective personnel who, in carrying out this Agreement, will have unsupervised or regular and substantial contact with minors, are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a crime, the Operator shall, upon notice from the

head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Operator shall notify the Department head, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department to remove personnel from duty shall constitute a material breach of this Agreement.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to

- time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

## XXII. MINIMUM SERVICE STANDARDS

### 22.1 Regardless of whether required by Law:

- (a) The Operator shall, and shall cause Operator 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 Operator shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Operator operates. The Operator shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Operator Agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement.

## XXIII. RELEASE, INDEMNIFICATION, DEFENSE, COOPERATION

- 23.1 The County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by Operator or any third party arising out of (i) the occupancy or use of the Premises or any property contained therein on the Premises, (ii) any casualty occurring on or about the Premises or any property contained therein, or (iii) the condition of the Premises (including but not limited to any latent or patent defects) or of any

property contained therein. The Operator hereby expressly release and discharges the County from any and all claims and action alleging or arising out of the foregoing.

- 23.2 The Operator assumes all risk in its performance of all activities authorized by this Agreement and 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 Operator or a Operator Agent, including without limitation, Operator's operations pursuant to this Agreement, 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 Operator shall not be liable for a Loss, if any, caused by the negligence of the County.
- 23.3 The Operator shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Operator's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Operator shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- 23.4 The Operator shall, and shall cause Operator Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- 23.5 The provisions of this Section XXIII shall survive the termination of this Agreement.

#### XXIV. INSURANCE

- 24.1 (a) Types and Amounts. The Operator 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 three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) 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 Operator's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and non-owned automobiles; and (v) such

additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Operator 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 (ii) in form and substance acceptable to the County. The Operator shall be solely responsible for the payment of all deductibles to which such policies are subject. The Operator 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 Operator 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 Operator shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Operator shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Operator to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Operator 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.

## XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

25.1 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 Operator shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Deputy County Executive ("DCE") for Operations 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 Operator 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 DCE for Operations. The complaint or necessary moving papers of the Operator shall allege that the above-described

actions and inactions preceded the Operator'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.

#### XXVI. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

26.1 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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.

#### XXVII. NOTICES

27.1 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 Department at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Operator 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 Operator, to the attention of the person who executed this Agreement on behalf of the Operator at the address specified above for the Operator, or in each case to such other persons or addresses as shall be designated by written notice.

#### XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

28.1 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.

(a) 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.

(b) 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 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.

#### XXIX. SECTION AND OTHER HEADINGS

29.1 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.

#### XXX. ENTIRE AGREEMENT

30.1 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.

#### XXXI. EXECUTORY CLAUSE

31.1 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 or a Deputy County Executive.

(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.

#### XXXII. WAIVER OF COMPENSATION

- 32.1 Operator hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Operator hereby expressly releases and discharges the Department, its agents, and the County from any demands, claims, actions and causes of action arising from any of the causes aforesaid.
- 32.2 Operator further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this Agreement is terminated by County, except as provided in paragraph 18.4, above.

#### XXXIII. WAIVER OF TRIAL BY JURY

- 33.1 Operator hereby waives trial by jury in any action, proceeding, or counterclaim brought by the County against Operator in any matter related to this Agreement.

#### XXXIV. CONFLICT OF INTEREST

- 34.1 Operator represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Operator further represents and warrants that in the performance of this Agreement no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or the Department, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

#### XXXV. PROCUREMENT OF AGREEMENT

- 35.1 Operator represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Operator further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Operator makes such representation and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- 35.2 For such a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, if any, and the Operator shall not make any claim for, or be entitled to recover any sums or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this Agreement.

#### XXXVI. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

#### XXXVII. NO INTERPRETATION AGAINST DRAFTSMAN

- 37.1 County and Operator hereby agree that no provision of this Agreement shall be construed against either the County or Operator on the basis that the provision was drafted by such party or such party's counsel.

#### XXXVIII. FORCE MAJEURE

- 38.1 The parties shall be excused from performance of any of each party's obligations hereunder when such performance has been delayed, hindered or prevented by any cause or causes beyond such party's reasonable control, which shall include, without limitation, actions of the other party, labor disputes, riots, civil

commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, court order and the acts of superior governmental authorities, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God or sudden failure of subsurface structures.

#### XXXIX. SUCCESSORS AND ASSIGNS

- 39.1 This Agreement, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the County and Operator and, except as may otherwise provided herein, their respective successors and assigns.

#### XL. MISCELLANEOUS

- 40.1 Bond Status. The Operator shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, Federal laws, rules and regulations regarding private activity and arbitrage. The Operator shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.
- 40.2 Taxes and Impositions. The Operator shall pay directly to the appropriate taxing authority, as and when due and payable, any and all real property taxes, assessments or substitutes therefore imposed or levied against the Premises or which arise in respect of the operation, occupancy or use of the Premises.
- 40.3 Operators right to cancel. In the event that the real estate tax exemption, which currently exists on the premises, is modified or terminated, Operator shall have the right to terminate this Agreement.

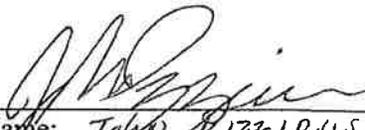
#### XLI. REPRESENTATIONS OF COUNTY

- 41.1 County is the fee owner of the subject premises;
- 41.2 The premises are connected to the public water system.
- 41.3 Operator shall have the right to cancel this Agreement if the County denies free use and access to the Muttontown Preserve.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Operator and the County have executed this Agreement as of the date first above written.

NASSAU EQUESTRIAN CENTER at OLD MILL, INC.

By:   
Name: John Pizzirusso  
Title: PRESIDENT  
Date: November 1<sup>st</sup>, 2019

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**PLEASE EXECUTE IN BLUE INK**



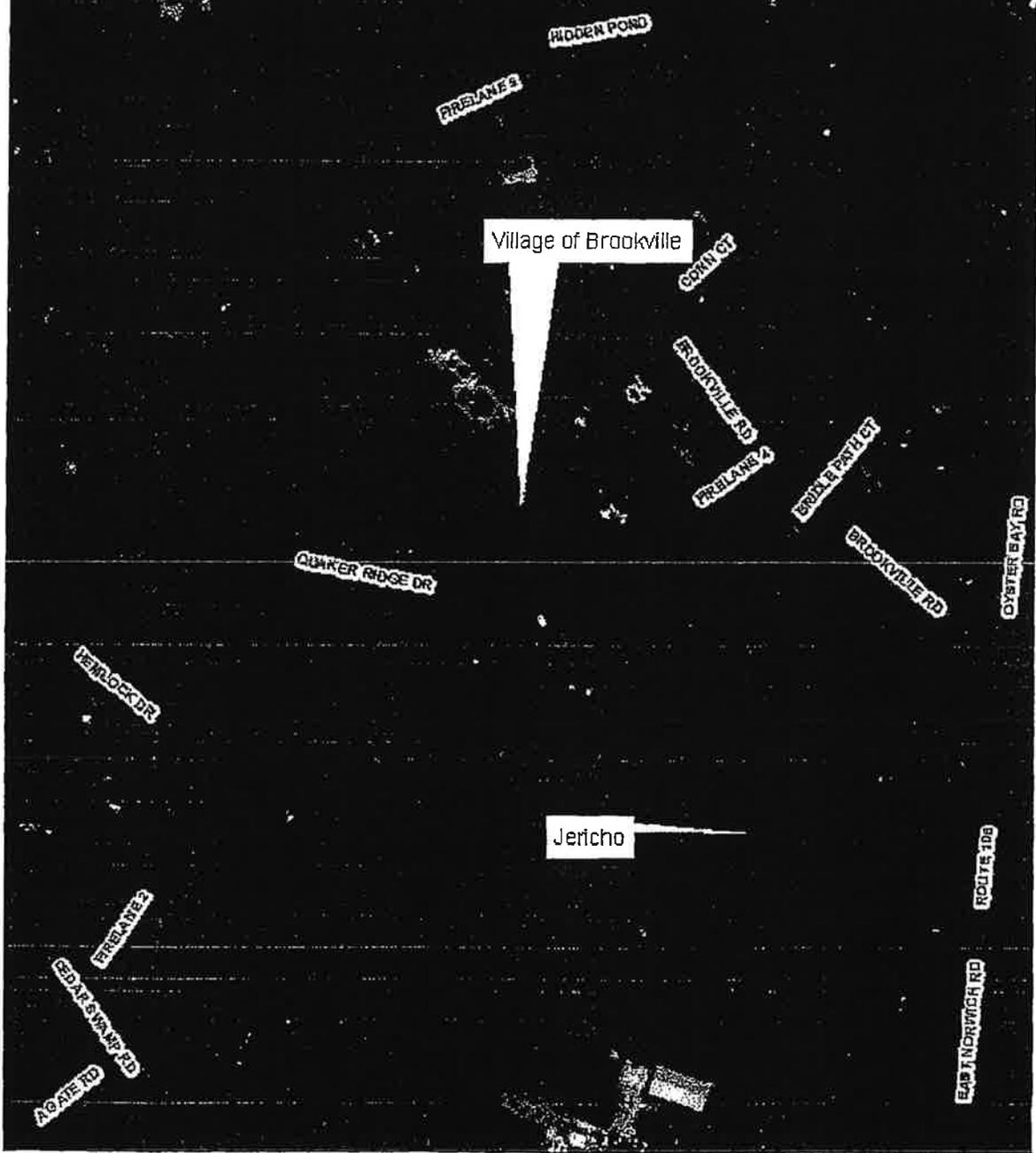
**EXHIBIT "A"**  
**SURVEY**



**EXHIBIT "B"**  
**PREMISES DESCRIPTION**

# Appendix G

## Map of Old Mill Farm Use Area



- OMF-Brookville
- OMF-Jericho

**NASSAU COUNTY**  
**DEPARTMENT OF REAL ESTATE**  
**PLANNING & DEVELOPMENT**

Prepared by: S. Rainey

Nassau County



Geographic Information System

**EXHIBIT C  
CAPITAL IMPROVEMENT PLAN  
AND SCHEDULE OF CAPITAL IMPROVEMENTS**

<b>YEAR</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2020	\$15,000.00	Landscaping around main ring: 178 Boxwood evergreens to form a hedge on three sides of the main ring (300' x 200')
2021	125,000.00	Horse Pole Barn (Morton Type) approximately 25 stalls: approximately 140' x 36' Shell with sliding end doors, rest rooms, office, feed room, tack room and deck over the top of the stalls to make a hay loft
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030 (if exercised)	\$50,000.00	To Be Determined: Possibly roofing or other capital repairs to the facility
2031 (if exercised)		
2032 (if exercised)		
2033 (if exercised)		
2034 (if exercised)		
<b>TOTAL</b>	<b>\$190,000.00</b>	

EXHIBIT "D"  
DPW GUIDELINES

All suppliers participating in the design and construction are subject to the approval of Nassau County and will provide all vendor agreements & permits to Nassau County Department of Public Works (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to the Department and the Department of Public Works, or their designee for formal approval prior to the commencement of any work. The Operator will pay Nassau County a design review fee equal to 0.5% of the project value upon approval of the plans. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. The Operator will be responsible for securing the site during the construction phase. No construction can commence, or ground disturbed prior to receiving a building permit. The Operator will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No contracts for materials, equipment or labor are to be made except with the concurrence of The Department its designee. The following guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the County and the Operator:

a. The Operator must have the work designed by a New York State Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code
- H. Nassau County D.P.W. Standard Specs. For Construction of Highways and Bridges
- I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers
- J. Americans With Disabilities Act

b. If the Operator proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

d. The Operator or it's Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; village, town, county, state and federal agencies.

e. The Architect/Engineer of record shall certify in writing to Nassau County and all other public agencies having jurisdiction that the facility was constructed in accordance with the contract documents and all applicable codes and standards (and if a pre-engineered metal building, the guidelines of the MBMA)

f. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.

g. The Operator agrees to be responsible for and save the County harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility.

h. The Operator shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the County, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

(i) Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

(j) All contracts for construction or improvements to the Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor.

**EXHIBIT "E"**  
**PROGRAMS AND SERVICES**  
**SCHEDULE OF FEES AND CHARGES**

<b>PROGRAMS &amp; SERVICES</b>	<b>2020 PROGRAM RATES</b>
Boarding Program	
Lesson Program	*see Lesson Program Rate Table
Private Instructed Trail Lesson	\$55.00/ person
Summer & Vacation Day Camps	\$525.00/ week
Pony Pals Camp	\$325.00/ two weeks
Horse & Pony Lease Program	
Combination Lay-Up, Training, and Sale Barn	
Schools, Colleges & Organizations	
Pony Ride & Pony Parties	\$30.00/ child
Clinics & Exhibitions	

<b>LESSON PROGRAM</b>	<b>2020 RATE</b>
15-minute lead line (ages 4-6)	\$30.00
½ hour semi-private lesson	\$55.00
½ hour private lesson	\$65.00
45-minute group lesson (3 students)	\$60.00
Hour group lesson (4-6 students)	\$70.00
Hour semi-private lesson	\$75.00
Hour private lesson	\$80.00

**EXHIBIT "F"**  
**Current Boarders and Boarding Fees**

Current number of boarders as of August 2019

2 boarded horses at \$750.00 not including tax

3 boarded horses at \$900.00 not including tax

3 boarded horses at \$1,016.80 not including tax

8 boarded horses at \$1,160.00 not including tax

30 boarded horses at \$1,160.00 + \$290.00 for unlimited trainer fees not including tax

Total 46

10 more boarders are away at shows for the month and are returning on or about September 1 at  
\$1,160.00 not including tax

1 New boarder coming in September at \$1,160.00 not including tax

Total for September 57

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 and 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 arbitrator's 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, blueprints 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:

Nunzio Pizzirusso \_\_\_\_\_ (Name)

62 route 106 Jericho New York 11753 \_\_\_\_\_ (Address)

1-631-678-3805 \_\_\_\_\_ (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 X 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 X 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.

November 1<sup>st</sup>, 2019  
Dated

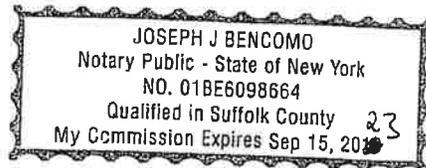
*[Signature]*  
Signature of Chief Executive Officer

John Pizzirusso  
Name of Chief Executive Officer

Sworn to before me this

1 day of Nov, 2019.

*[Signature]*  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/27/2020

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).

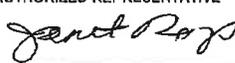
<b>PRODUCER</b> Rojas Agency, Inc. 7519 Broadway  Elmhurst NY 11373		<b>CONTACT NAME:</b> Janet Rojas <b>PHONE (A/C, No, Ext):</b> 631 329-4066 <b>FAX (A/C, No):</b> 631 329-4066 <b>E-MAIL ADDRESS:</b> Janet@rojasinsurance.com	
<b>INSURED</b> Nassau Equestrian Center At Old Mill Inc. 62 Route 106  Jericho NY 11753		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> GREAT AMERICAN INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 WAIVED	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	TBA	01/06/2020	01/06/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
FOR USE AND OCCUPANCY OF COUNTY PROPERTY LOCATED AT 60 AND 62 ROUTE 106, JERICO NY, 11753  
CERTIFICATE HOLDER IS ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>  COUNTY OF NASSAU REAL ESTATE PLANNING & DEVELOPMENT  ONE WEST ST SUITE 200 MINEOLA, NY 11501	<b>CANCELLATION</b>  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 
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Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)          NASSAU EQUESTRIAN CENTER AT OLD MILL INC          ATTN: JOHN RUSSO          62 ROUTE 106          JERICHO, NY 11753</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured          516-342-1771</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number          264056894</p>
--	---

<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)          NASSAU COUNTY DEPARTMENT OF PARTS AND RECREATION          EISENHOWER PARK          EAST MEADOW, NY 11554</p>	<p>3a. Name of Insurance Carrier          ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"          DBL426658</p> <p>3c. Policy effective period          01/01/2019 to 12/31/2020</p>
---	---

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/1/2019 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*



# **NASSAU COUNTY LEGISLATURE**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**APRIL 26, 2021 1:00 PM**

**Richard Nicoletto – 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>
E-77-20	PK	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, TO EXECUTE A LICENSE AND OPERATING AGREEMENT WITH NASSAU EQUESTRIAN CENTER AT OLD MILL, INC. E-77-20
<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>			
B-3-20	PW	R	<b><u>RULES RESOLUTION NO. 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
E-79-20	PK	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 PARKS, RECREATION AND MUSEUMS, AND COLISEUM KITCHEN INC. E-79-20
E-106-20	SS	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 DEPARTMENT OF SOCIAL SERVICES AND AMERICAN RECORD MANAGEMENT SYSTEMS, INC. E-106-20
E-134-20	TR	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 TREASURER'S OFFICE AND ALBRECHT, VIGGIANO, ZURECK & COMPANY P.C. E-134-20
E-171-20	BU	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND PFM FINANCIAL ADVISORS LLC. E-171-20

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
A-10-21	PR	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND AMERICAN RECREATIONAL PRODUCTS (RY-LECIA CORP.) A-10-21
E-2-21	PK	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 PARKS, RECREATION & MUSEUMS AND WILDLIFE IN NEED OF RESCUE AND REHABILITATION. E-2-21
E-21-21	DA	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 OFFICE OF THE DISTRICT ATTORNEY, AND THE SAFE CENTER LI, INC. E-21-21
E-30-21	PW	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 ADOPT A HIGHWAY MAINTENANCE CORPORATION OF NEW YORK. E-30-21
E-33-21	DA	R	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 DISTRICT ATTORNEY’S OFFICE, AND HISPANIC COUNSELING CENTER, INC. (“HCCI”). E-33-21

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
<b>E-41-21</b>	<b>PR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 DEBRUIN ENGINEERING P.C. E-41-21
<b>E-51-21</b>	<b>IT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 INFORMATION TECHNOLOGY, AND SVAM INTERNATIONAL, INC. E-51-21
<b>E-57-21</b>	<b>TV</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ALLIANCEONE RECEIVABLES MANAGEMENT, INC. E-57-21
<b>E-60-21</b>	<b>HS</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND BONADIO & CO., LLP (“BONADIO”). E-60-21

# **NASSAU COUNTY LEGISLATURE**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE ADDENDUM**

**APRIL 26, 2021 1:00 PM**

**Richard Nicoletto – 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>
A-32-21	PR	R	<p><b><u>RULES RESOLUTION NO. -2021</u></b>  A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND VIDEO HI-TECH CORP. D/B/A ADWAR VIDEO. A-32-21</p>



A-32-21

Nassau County  
Office of Purchasing

### Staff Summary A-32-2021

Subject: Audio Visual System Furnish and Install (RQPD20000327; S/B # 84084-02041-200)
Department: Department of Shared Services Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature: <i>Melissa Gallucci</i>

Date: April 15, 2021
Vendor Name: Video Hi-Tech Corp. d/b/a Adwar Video
Contract Number A-32-2021
Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		Counsel to C.E.
<i>D. Pulizzi</i>	Budget	<i>04/14/21</i>	County Atty.
	Deputy C.E.	<i>FW 4/19/21</i>	County Exec.

#### Narrative

**Purpose:** To authorize and award a purchase order for Audio Visual System Furnish and Install for the Nassau County Police Department Training Center.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board. A copy of the bid was sent to Minority Affairs and CSEA.

- 33 Vendors viewed the bid
- 6 Woman Owned Business
- 1 Service Disabled (Veteran) owned
- 5 Minority Owned
- 1 Veterans Owned
- 17 Small business

4 bids were received. The vendor being awarded this purchase order was listed in the following categories, woman owned business and small business. The vendor with the lowest bid was disqualified since it participated in the drafting of the specifications and provided a drawing used on the solicitation.

**Impact on Funding:** The maximum amount authorized under this purchase order, including the three years of extended warranty options applicable after expiration of the one-year warranty included in the bid, shall be One Million Seven Hundred Six Thousand Nine Hundred Eighty-Five Dollars and Sixty-Seven Cents (\$1,706,985.67) from grant funds PD97 BB216 and Capital Project 50699.

**Recommendation:** Department of Shared Services, Office of Purchasing recommends an award be given to Video Hi-Tech Corp. d/b/a Adwar Video as the lowest responsible bidder meeting specifications.

APPROVED: *[Signature]* 4/19/21  
 PURCHASE SECTION (DATE)

2021 APR 19 P 04

NASSAU COUNTY  
OFFICE OF PURCHASING

PLANNING, BUDGETING AND  
FINANCIAL SERVICES

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND VIDEO HI-TECH CORP. D/B/A ADWAR VIDEO

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 84084-02041-200 for Audio Visual System Furnish and Install for the Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Video Hi-Tech Corp. d/b/a Adwar Video meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with Video Hi-Tech Corp. d/b/a Adwar Video

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE

**A-32-2021**

**FROM:** MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

**DATE:** APRIL 16, 2021

**SUBJECT:** RESOLUTION – THE NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER WITH A MAXIMUM AMOUNT OF ONE MILLION SEVEN HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND SIXTY-SEVEN CENTS (\$1,706,985.67) (INCLUSIVE OF EXTENDED WARRANTY OPTIONS) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO VIDEO HI-TECH CORP. D/B/A ADWAR VIDEO FOR AUDIO VISUAL SYSTEM FURNISH AND INSTALL.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

  
MELISSA GALLUCCI  
COMMISSIONER OF SHARED SERVICES

MS: br

- ENCL:
- (1) STAFF SUMMARY
  - (2) DISCLOSURE STATEMENT
  - (3) RESOLUTION
  - (4) BID SUMMARY
  - (5) BID PROPOSAL
  - (6) CERTIFICATE OF LIABILITY INSURANCE
  - (7) RECOMMENDATION OF AWARD
  - (8) POLITICAL CONTRIBUTION FORM





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?

YES  NO  If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:  
Pamela Dandic [PAM@ADWARVIDEO.COM]

Dated: 04/15/2021 11:42:15 AM

Vendor: Video Hi-Tech Corp. d/b/a Adwar Video

Title: Office Manager



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

Does Not Apply

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

YES  NO  If yes, to what campaign committee? If none, you must so state:

---

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Pamela Dandic [PAM@ADWARVIDEO.COM]

Dated: 04/15/2021 11:50:45 AM

Vendor: Video Hi-Tech Corp. d/b/a Adwar Video

Title: Office Manager

**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 but 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.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

**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: 04/15/2021

1) Proposer's Legal Name: Video Hi-Tech Corp. d/b/a Adwar Video

2) Address of Place of Business: 125 Gazza Blvd.

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (631) 777-7070

Does the business own or rent its facilities? Rent If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: 15-2073961

5) Federal I.D. Number: 11-2765013

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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, please 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, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_

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, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_

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 investigation, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_

b) Any misdemeanor charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
\_\_\_\_\_

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 of which related to the conduct of business?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

---

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

---

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

---

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  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

---

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  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.

---

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.
- Periodic review of potential conflicts

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.

Have you previously uploaded the below information under in the Document Vault?

YES  NO

Is the proposer an individual?

YES  NO  Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/01/1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Michael J. Adwar, President - 100%; 93 Eagle Chase, Woodbury, NY 11797

*No individuals with a financial interest in the company have been attached..*

iii) Name, address and position of all officers and directors of the company. If none, explain.

Michael J. Adwar, President - 100%; 93 Eagle Chase, Woodbury, NY 11797

*No officers and directors from this company have been attached.*

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

22

vi) Annual revenue of firm;

12924999

vii) Summary of relevant accomplishments

File attached

1 File(s) Uploaded: Adwar Trade References Large Scale AV Systems.doc

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

37



## REFERENCES

Large Scale Audio Visual System  
Installations & Equipment

### **Baruch College**

151 East 25<sup>th</sup> Street  
New York, NY 10010

Contact: Christian Keck, Deputy Chief Information Officer  
(646) 312-1062

### **BMCC (Borough of Manhattan Community College)**

199 Chambers Street  
New York, New York

Contact: Vinton Melbourne, Director, Media Center  
(212) 220-1392

### **SUNY Stony Brook University**

100 Nicolls Road  
Stony Brook, NY 11201

Contact: Gary Van Sise, Director of Educational Technologies  
(718) 473-8960

### **S&P Global**

55 Water Street. 36<sup>th</sup> Floor  
New York, NY 10041

Contact: Chas Sabtine, Manager, Business Center  
(212) 438-7946

### **Dow Jones**

1211 Avenue of the Americas  
New York, New York 10036

Contact: William Ho, Senior Solutions Engineer, Audio Visual Services  
(212) 416-2494

ADDITIONAL REFERENCES ARE AVAILABLE UPON REQUEST

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

File attached

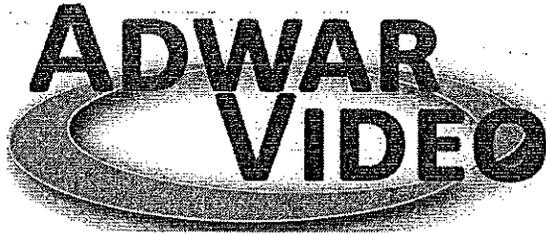
1 File(s) Uploaded: Adwar Biz-Background.pdf

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	SUNY Stony Brook University		
Contact Person	Rich Holliday		
Address	100 Nicolls Rd		
City	Stony Brook	State/Province/Territory	NY
Country	US		
Telephone	(631) 632-1027		
Fax #			
E-Mail Address	richard.holliday@stonybrook.edu		

Company	S&P Global		
Contact Person	Chas Sabatine		
Address	55 Water Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(917) 674-0496		
Fax #			
E-Mail Address	charles.sabatine@cbre.com		

Company	Borough of Manhattan Community College		
Contact Person	Vinton Melbourne		
Address	199 Chambers Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(347) 865-9280		
Fax #			
E-Mail Address	vmelbourne@bmcc.cuny.edu		



## Company Profile

Adwar Video is a leading supplier of Professional AV Equipment and Services, offering design, installation, and full support. Since 1984, with over 34 years of experience in the industry, we are well versed in the Educational, Government, and Corporate markets.

We are authorized dealers for over 300 major product lines including Sony, Extron, Creston, Eiki, Panasonic, JVC, Sharp, Peerless, Chief, NEC, Smart, Polycom, Shure, Epson, Optoma, Mackie, Da-Lite, Yamaha, Lectrosonics, Draper, Samsung, Middle Atlantic, Califone, and Infocus.

We specialize in "design-build", "build-to-spec", and "equipment only" sales.

Incorporated under the laws of New York State, Michael J. Adwar presides as President. He is a graduate of The Georgia Institute of Technology where he earned his Bachelor Degree in Electrical Engineering and is a Certified Technology Specialist (CTS).

We have one office location in Farmingdale, NY. With our staff of 25 employees we provide a complete audio and video solution to meet the needs of our customers. Our 7500 square foot facility includes a walk-in show room, with on-site repair service. Our mock conference room demonstrates the latest technology for use in auditorium and or theater settings.

Recent projects include broadcast TV studios, AV lecture halls, auditorium PA systems, Smart classrooms, digital signage, houses of worship, content distribution, video conferencing systems, and emergency notification.

We hold several NYS OGS and GSA contracts along with BOCES statewide and local school districts, law enforcement and fire district contracts for AV equipment, installation and repair services.

Adwar Video is currently engaged in several projects. If awarded this contract we will plan accordingly to have staff available to perform the work required to complete your project. We look forward to providing you with all your audio/visual solutions.

### **Our Mission Statement**

***To make a direct contribution to our customer's business and success by providing innovative and valuable products and services.***

I, Pamela Dandic , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Pamela Dandic , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: Video Hi-Tech Corp. d/b/a Adwar Video

Electronically signed and certified at the date and time indicated by:  
Pamela Dandic [PAM@ADWARVIDEO.COM]

Office Manager  
Title

04/15/2021 12:23:13 PM  
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: Michael J Adwar  
Date of birth: 10/17/1958  
Home address: 93 Eagle Chase  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US

Business Address: 125 Gazza Blvd  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 6317777070

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US  
Telephone: 5166506181

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>04/01/1984</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
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.

100% owner

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 notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

BJC Holding LLC.....a real estate holding company

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 an explanation of the circumstances and corrective action taken.

---

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 an explanation of the circumstances and corrective action taken.

---

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 an explanation of the circumstances and corrective action taken.

---

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 an explanation of the circumstances and corrective action taken.

---

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?

YES  NO  If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

---

9.

a. Is there any felony charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

b. Is there any misdemeanor charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

c. Is there any administrative charge pending against you?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

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? Y  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

---

10. 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 an explanation of the circumstances and corrective action taken.

---

11. 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 an explanation of the circumstances and corrective action taken.

---

12. 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 an explanation of the circumstances and corrective action taken.

---

13. 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 an explanation of the circumstances and corrective action taken.

---

I, Michael J Adwar , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael J Adwar , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Video Hi-Tech Corp dba Adwar Video

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael J Adwar [MIKE@ADWARVIDEO.COM]

President

Title

04/16/2021 12:26:23 PM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Video Hi-Tech Corp. d/b/a Adwar Video

Address: 125 Gazza Blvd.

City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735

Country: US

2. Entity's Vendor Identification Number: 11-2765013

3. Type of Business: Closely Held Corp (specify) \_\_\_\_\_

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):

1 File(s) uploaded Name Address Principal Partners.docx

*No principals have been attached to this form.*

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.

If none, explain.

Michael J. Adwar, President 100%  
93 Eagle Chase  
Woodbury, NY 11797

*No shareholders, members, or partners have been attached to this form.*

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.

Are there lobbyists involved in this matter?

YES  NO

(a) Name, title, business address and telephone number of lobbyist(s):

None



AV Equipment Sales & Service  
System Design & Installation  
Programming Services  
Repair & Rental  
Consulting

Video Hi-Tech Corp. d/b/a Adwar Video

125 Gazza Blvd. • Farmingdale, NY 11735 • Phone: 631-777-7070 • Fax: 631-777-7011 • [www.adwarvideo.com](http://www.adwarvideo.com) • [sales@adwarvideo.com](mailto:sales@adwarvideo.com)

Video Hi-Tech Corp. d/b/a Adwar Video

Principals / Corporate Officers:

Michael J. Adwar – President - 100%  
93 Eagle Chase  
Woodbury, NY 11797

(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):

Not Applicable

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.

Electronically signed and certified at the date and time indicated by:

Pamela Dandic [PAM@ADWARVIDEO.COM]

Dated: 04/15/2021 12:36:43 PM

Title: Office Manager

**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 but 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.

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 84084-02041-200
	<b>COUNTY OF NASSAU</b>		Dated: Ad. 12/10/2020
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE February 04, 2021 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	OFFICE OF PURCHASING REQUISITION NUMBER RQPD20000327

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Audio Visual System Furnish and Install

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

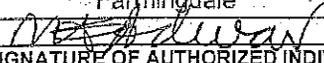
CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Nassau County Police Department Office of the Chief of Support 1490 Franklin Avenue Mineola, N.Y. 11501	GUARANTEED DELIVERY DATE 30 days for equipment 60 days for installation DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 11-2765013

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER	Video Hi-Tech Corp. d/b/a Adwar Video		
ADDRESS	125 Gaza Blvd.		
CITY	Farmingdale	STATE	NY
ZIP CODE	11735	TELEPHONE	631-777-7070
SIGNATURE OF AUTHORIZED INDIVIDUAL	 Michael Adwar, President		
	PRINT OR TYPE NAME OF SIGNER AND TITLE		

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

### BID TERMS AND CONDITIONS

- Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
  - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
  - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
  - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
  - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
  - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
  - (h) That all deliveries will not be inferior to the accepted bid sample.
23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

## DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Video Hi-Tech Corp. d/b/a Adwar Video

Address: 125 Gazza Blvd., Farmingdale, NY 11735

Telephone No: 631-777-7070

Fax No: 631-777-7011

1. State Whether: A Corporation   X    
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

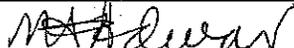
THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.  
\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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QUALIFICATION STATEMENT

BIDDER'S NAME: Video Hi-Tech Corp. d/b/a Adwar Video

ADDRESS: 125 Gazza Blvd., Farmingdale, NY 11735

1. STATE WHETHER: CORPORATION X INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
 PRESIDENT Michael J. Adwar, President 100%  
93 Eagle Chase, Woodbury, NY 11797

VICE PRESIDENT n/a

SECRETARY n/a

TREASURER n/a

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes  
 IF SO WHEN? Previous years of 2019, 2018, 2017 with other bids

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 36 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No  
 IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_  
Professional AV Sales, Design, Installation, Service only

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Brian Adwar	Sales and Project Manager	7 years	Originates sales, equipment and coordination of projects	Sales and Project Mgr
John Schappert	Director of Operations	20 years	Oversees all projects; point person for installations	Director of Operations

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL  
For this project, Adwar Video has fully read through the bid documents, scope and specs provided, as well as attended the Bidders Walk-through on January 8, 2021. After full review and walk-through, we submitted detailed questions to provide a comprehensive and complete to need solution for this bid.

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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Brian Adwar, Sales and Project Manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Please see attached Reference Page

ADDRESS:

TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

2. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

3. REFERENCE'S NAME:

ADDRESS:

TELEPHONE: \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_

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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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## REFERENCES

Large Scale Audio Visual System  
Installations & Equipment

### **Baruch College**

151 East 25<sup>th</sup> Street

New York, NY 10010

Contact: Christian Keck, Deputy Chief Information Officer  
(646) 312-1062

### **BMCC (Borough of Manhattan Community College)**

199 Chambers Street

New York, New York

Contact: Vinton Melbourne, Director, Media Center  
(212) 220-1392

### **SUNY Stony Brook University**

100 Nicolls Road

Stony Brook, NY 11201

Contact: Gary Van Sise, Director of Educational Technologies  
(718) 473-8960

### **S&P Global**

55 Water Street. 36<sup>th</sup> Floor

New York, NY 10041

Contact: Chas Sabtine, Manager, Business Center  
(212) 438-7946

### **Dow Jones**

1211 Avenue of the Americas

New York, New York 10036

Contact: William Ho, Senior Solutions Engineer, Audio Visual Services  
(212) 416-2494

ADDITIONAL REFERENCES ARE AVAILABLE UPON REQUEST

**IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

**PLEASE CHECK ONE:**

By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

**OR**

I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 02/01/2021

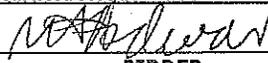
  
\_\_\_\_\_  
(Signature of Bidder)

Print Name: Michael Adwar,

Print Title: President

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\_\_\_\_\_  
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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 by such title 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, including the 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.

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(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 therefore 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.

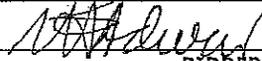
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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,

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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.

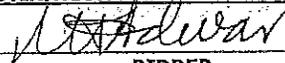
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- 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 Best Efforts 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.

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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.

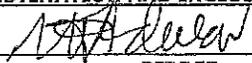
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

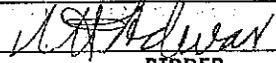
**M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

**IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

[https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN\\_DESKTOP:3445712403627:](https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:)

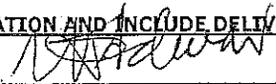
- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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**REQUESTS FOR INFORMATION OR CLARIFICATION**

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

**Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.**

**Ordinance # 153-2018**

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

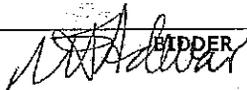
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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BIDDER

Michael Adwar, President

TITLE

**INTENT**

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **A Audio Visual System Furnish and Install for the Nassau County Police Department.**

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 30 days for equipment  
60 days for installation Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

\*\*\*\*\*VENDOR CLAIM CERTIFICATION\*\*\*\*\*

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

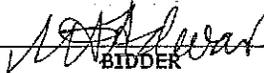
CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

\*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID\*\*

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE  Michael Adwar, President  
BIDDER TITLE

**PAYMENT:** A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

\*\*\*\*\***VENDOR CLAIM CERTIFICATION**\*\*\*\*\*

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name	Date
By Signature	Title

**CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fall from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

**BIDDER SHALL STATE WARRANTY**

PERIOD: One year starting at completion of installation.

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

**BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:**  
Extended Warranty options applicable after expiration of one-year warranty included in bid.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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BIDDER

Michael Adwar, President  
TITLE

1st - Year:	\$107,500.00
2nd - Year:	\$121,000.00
3rd - Year:	\$134,000.00

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

**PRICE PROTECTION:** Bidders are required to state period of price protection (In terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 90 DAYS AFTER BID OPENING

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. 180 days.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

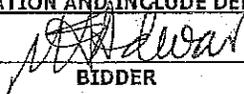
**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**PROTECTION FROM CLAIM AGAINST "OR EQUAL":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

  
BIDDER

Michael Adwar, President

TITLE

**COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

- A) Certificate of Insurance name the County of Nassau as co-insured: Garber Atlas Fries / Chubb Ins.  
Or  
B) Certificate of Insurance with indemnification agreement (hold harmless clause): \_\_\_\_\_

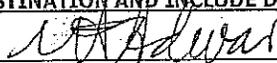
**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**NON PERFORMANCE**

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

**DISCLAIMER**

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

**EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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BIDDER

Michael Adwar, President

TITLE

**NOTICE**

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

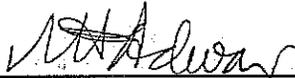
FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN  
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED  
\*All line items DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

  
\_\_\_\_\_  
Signature

Michael Adwar, President  
\_\_\_\_\_

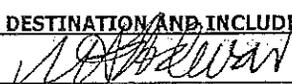
Title

02/02/2021  
\_\_\_\_\_

Date

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\_\_\_\_\_  
BIDDER

Michael Adwar, President  
\_\_\_\_\_

TITLE

**ACCESS CLAUSE:** Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

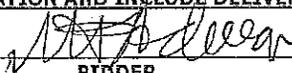
**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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Michael Adwar, President

TITLE

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 2nd day of February, 2021 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: Video Hi-Tech Corp. d/b/a Adwar Video

Address: 125

Street: Gazza Blvd.

City, Town, etc: Farmingdale, NY 11735

Telephone: 631-777-7070 Title: President

If applicable, responsible Corporate Officer

Name Michael Adwar Title President

Signature: *Michael Adwar*



**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE *Michael Adwar*  
BIDDER

Michael Adwar, President  
TITLE

**GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST BE INITIALED** or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538**      **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

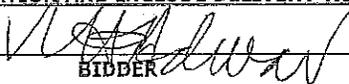
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

- A. Any person hired by a County contractor specifically to work on the County Service Contract at issue
- B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

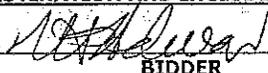
ii. An Employee is not:

- A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

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iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

### 3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

#### i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

#### ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

### 4. Waiver of the Law

#### a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods)

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for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

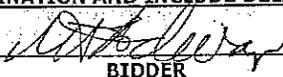
OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

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3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)  
Foster care services under the New York Social Services Law.  
Residential domestic violence services under the New York Social Services Law.  
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

- i. Non-residential domestic violence services under the New York Social Services Law.
  - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law  
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

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County of Nassau Office of Compliance  
Attention: Living Wage Waiver Request Office  
One West Street -- 4<sup>th</sup> Floor  
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not

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apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

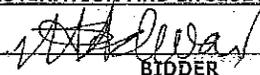
In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Michael Adwar	(Name)
125 Gazza Blvd.	(Address)
Farmingdale, NY 11735	(Telephone Number)

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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

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:

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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:

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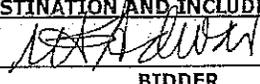
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Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

2/2/21  
Dated

Michael Adwar 2/2/21  
Signature of Chief Executive Officer

Michael Adwar, President

Name of Chief Executive Officer

Sworn to before me this  
2<sup>ND</sup> day of FEBRUARY, 2021.

Dolores Vera  
Notary Public

DOLORES VERA  
Notary Public state of New York  
# 01VE6199583  
Qualified in Queens County  
My Commission Expires January 12th 2025

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NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- a. "Public Works" and "Building Services" - Definitions
  - i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
  - ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.
- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
  - i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
  - ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
  - iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
  - iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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**RECORD RETENTION:** Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

**Governing Law** – 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.

**BIDDERS WALK THROUGH:** A one-time compulsory comprehensive walk through will be conducted immediately following bidders conference with the appropriate facility representatives. All bidders shall be required to be present at on the specified date at The Nassau County Police Department Center for Training & Intelligence 1 Law Enforcement Way Garden City, N.Y. 11530 on **Friday January 08, 2021 at 10:00 AM**

A signed in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the conference and complete the entire walk through.

All questions must be submitted to the office of purchasing located at 1 West Street 1<sup>st</sup> floor North Entrance Mineola, N.Y. 11501 in writing or e-mail at [tfunaro@nassaucountyny.gov](mailto:tfunaro@nassaucountyny.gov) no later than end of business day **January 15, 2020**.

Answers to questions will be posted to the Nassau County Formal Bid Board by way of amendment no later than **January 22, 2021**.

**BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND**, payable to the County of Nassau for: **\$2,000.00**. Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

**SURETY:** In the event an award is made hereunder, the successful bidder hereby agrees to obtain and filed with the County of Nassau, security in the amount of **\$25,000.00** to be entrusted to the County of Nassau as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director of the Office of Purchasing, or his designee, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from the default of the Contractor. Bonding Companies must be authorized to transact business in the State of New York.

### Scope of Work

To furnish an install an audio-visual system as listed below

The award-winning vendor to warranty all equipment for one-year parts and labor

The award-winning vendor to provide basic instruction for use of equipment after installation

All waste materials removed, including hazardous materials and liquids during normal course of construction or repairs must be done in compliance with all Federal, State and Local laws. The award winning vendor must maintain and submit proof of proper waste disposal with their claim for service being rendered.

On all jobs performed by the vendor the job location shall be restored to a safe and aesthetically acceptable condition prior the end of the day or upon completion of the work as directed by the County representative.

### Specifications:

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Anchor Audio LIB-DP1-H Liberty Deluxe Package 1 Portable Bluetooth PA System with Handheld Wireless Microphone Transmitter, Unpowered Companion Speaker, and Speaker Stands	1
Custom Audio room combine relay system	1
Barco Clickshare CS-100	10
Barco Clickshare CSE200 with 4 buttons	3
Bright Sign digital media player	6
BSS BLU DSP	1
Ceiling pole Mountwith mounting hardware	1
Chief Ceiling Enclosure with projector mount and ceiling strut for mounting CMS492C	10
Chief MFG PFC Cart with PAC710 Shelf	1
Samsung 24" WUXGAConfidence monitor with mounting arm	2
Crestron plate laptop 3 podium 1 rack	4
CRESTRON C3IR8 IR CARD	1
Crestron CEN SW POE16	2
Crestron CEN-SW-POE-5	1
Crestron DM16x16 with redundant PS I/O cards also includes xmt and rcvr endpoints	1
Crestron DM32x32 with input and output cards also includes xmt/rcvr endpoints	1
Crestron DMPS3-4K-350-C	1
Crestron DM-PSU-16	1
Crestron DM-RMC-4K-100-C-1G-B-T	4
Crestron DM-TX-4K-100-C-1G-B-T	4
Crestron DSP1280	1
Crestron Pro3 controller	1
Crestron Pro3 controller	1
Crestron TSW-1060 touch screen with rack Mt kit	1
Crestron TSW-1060 touch screen with table top kit	4
Crown Cdi 1000 amplifier	2

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*Michael Adwar*  
 BIDDER

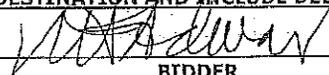
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Crown Cdi 2000 amplifier	2
Dalite Fast Fold Screen 88x140 with mw surface and skirt kit	1
Digital Projection Evision 13000wu with lens	3
Digital Projection Evision 9000 with lens	8
Digital Projection Titan Ceiling mount	2
Digital Projection Titan Laser 37000WU with lens	2
Draper Luma @ with AutoReturn 57.5x92 with brackets	7
Draper Luma @ with AutoReturn 65.5x104 with brackets	3
Draper Paragon Projection screen, ceiling mounting hardware and LV control opt	2
Middle Atlantic Equipment rack for below podium with wheels, blanks shelves and power strip	1
Extron HDMI plate laptop	4
Extron CCR 4 BLB Four button contact closure	4
Extron DTP2 T 212 Switcher/XMT	10
Extron HDCTL-100 TV controller	4
Extron HDMI 6' input cable spares for conference rooms and class rooms	15
Extron HDMI input plate laptop	13
Extron MLC-226 Controller	10
Extron under table mounting brackets	14
Furnish, Deliver, Install and Basic instruction	1
JBL CBT1000 with mounting bracket and hardware	2
JBL CBT1000E Bass Extension with mounting hardware	2
JBL Control 26CT Ceiling mounted Loudspeakers	110
JBL Control 30 white with wall mounts and mounting hardware	2
JBL CSA2300Z	1
JBL CSMA1120 mixer amp	4
JBL CSMA180 mixer amp	6
JBL rough in kit for 26 CT	52
Legrand Cablofil CF150/600 cable tray with mounting hardware with ladder tray	1
LG 49UT640S0UA	9
Logitech Meet-up Soft Client Video Conf 308-207	3
Logitech RF presenter remote	12
Logitech wall mt kit	3
Lot plenum , cables, connectors rack plates, mounting hardware and boxes	1

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

Michael Adwar, President

TITLE

Luxor projector cart with power cord extension	1
Middle Atlantic 40 Rack space equipment rack with Power conditioner, blanks, vents and shelf	3
NEC 75" C751Q 75"UHD display	2
NEC 98" Tilting wall mount	2
NEC 98"- C981Q 98" UHD display	2
Peerless PLCM-UNL pole mount with pole, mounting hardware and upper mounting flange	2
Peerless st660 tilting wall mounts	1
Peerless ST680 Tilting wall mounts	3
Planar MX55 8x8 Video wall with redundant power supplies and spare monitors	1
Rapco Horizon CVP blox	6
Samsung 65 UN65RU7100	2
Samsung 75 UN75RU7100 Room 308 & 325	2
Samsung 82 UN82ru8000 Room 151	1
Samsung UN55RU7100FXZA Flat 55-Inch 4K UHD	6
Sennheiser Assistive listening system with both ear phone and inductive loop receivers	1
Sennheiser Assitive listening controller, emitter and powersupply and accessory equipment	10
Shure MX418D desktop mic	6
Shure SLX124/85/SM58 Wireless Combo Microphone System	5
Gefen USB 2.0USB extension Kits 308-207	3
Gefen USB 2.0USB extension kits for 3 podiums	3
USB input plates	3
Wall Mountwith mounting hardware	11

*M. Stewart*

All bidders must be a certified installer and authorized reseller of the following equipment: Planar, Digital Projection, Draper, JBL, Creston, Crown and Barco.

Pricing Quote #AAAQ49168

\$1,344,485.67

Pricing for Equivalent Bid that includes Alternate Projectors (all other items remain the same)

Pricing Quote # AAAQ49168-01

\$1,319,881.31

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE



BIDDER

Michael Adwar, President

TITLE

OFFICE OF PURCHASING  
 SUMMARY OF BIDS  
 OPENED: FEBRUARY 4, 2021 AT 11 A.M.  
 ID NO.: 84084-02041-200  
 EQ. NO.: RQPD20000327  
 TITLE: AUDIO VISUAL SYSTEM  
 FURNISH AND INSTALL

EM #	ARTICLE	QTY	UNIT	ADWAR VIDEO	GENERAL AUDIO VISUAL INC.	ADVANCE SOUND COMPANY	SYMBRANT TECHNOLOGIES, INC.							AWARD TO NO.	AMOUNT	DETAILS OF AWARD												
	PRICING			1	\$ 1,344,485.67	2	\$ 1,191,796.00	3	\$ 1,394,429.50	4	\$ 1,592,326.00	5		6		7		8		9		10						
					NET	NET	1%	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET				
EPARED BY				TERMS	NET	NET	1%	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET					

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 2/4/21

*Claudia Colasurdo*  
 PUBLIC BID OFFICER



The apparent low bidder General Audio-Visual Inc. (Gavi) was disqualified. General Audio-Visual Inc. acted as a consultant and played a major role in the drafting of the specifications of this project. As per procurement policy any vendor who participated in the drafting of specifications or as a contractor or a subcontractor, or as a consultant to any contractor or subcontractor, shall not participate in any manner, in a response to any subsequent solicitation utilizing such specifications. GAVI has acknowledged that they provided the drawing used in the related solicitation, and therefore they are disqualified.

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5

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 Monday, April 26, 2021

23 3:22 P.M.

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

LEGISLATOR RICHARD NICOLELLO  
Chair

LEGISLATOR HOWARD KOPEL  
Vice Chair

LEGISLATOR STEVEN RHOADS

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS  
Ranking member

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

1 Rules - 4-26-21

2 LEGISLATOR NICOLELLO: Call the  
3 Rules Committee to order. Mike could you  
4 please call the roll for the Rules Committee.

5 MR. PULITZER: Thank you  
6 Presiding Officer. Rules Committee roll  
7 call. Legislator Siela Bynoe.

8 LEGISLATOR BYNOE: Here.

9 MR. PULITZER: Legislator Delia  
10 DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON:  
12 Here.

13 MR. PULITZER: Ranking Member  
14 Kevan Abrahams.

15 LEGISLATOR ABRAHAMS: Here.

16 MR. PULITZER: Thank you.  
17 Legislator Laura Schaefer.

18 LEGISLATOR SCHAEFER: Here.

19 MR. PULITZER: Legislator Steven  
20 Rhoads.

21 LEGISLATOR RHOADS: Here.

22 MR. PULITZER: Vice Chairman  
23 Howard Kopel.

24 LEGISLATOR KOPEL: Here.

25 MR. PULITZER: Chairman Richard

1 Rules - 4-26-21

2 Nicoletello.

3 LEGISLATOR NICOLELLO: Here.

4 MR. PULITZER: We have a quorum  
5 sir.

6 LEGISLATOR NICOLELLO: Thank  
7 you. Deputy Presiding Officer Kopel makes a  
8 motion to suspend the rules. Seconded by  
9 Legislator Schaefer. All in favor of  
10 suspending the rules signify by saying aye.  
11 Those opposed? Carries unanimously.

12 Item E-77 of 2020 is a resolution  
13 making certain determinations pursuant to  
14 SEQRA and authorizing the county executive, on  
15 behalf of the Department of Parks, Recreation  
16 and Museums, to execute a license and  
17 operating agreement with Nassau Equestrian  
18 Center at Old Mill.

19 Moved by Legislator  
20 DeRiggi-Whitton. Seconded by Legislator  
21 Bynoe.

22 MS. KASO: Victoria Kaso,  
23 Department of Parks. Item E-77-20 is a  
24 nonexclusive license and operating agreement  
25 contract with the Nassau Equestrian Center at

1 Rules - 4-26-21

2 Old Mill located in Jericho. The horse farm  
3 is approximately 42 acres where the vendor  
4 offers riding lessons for sporting and  
5 leasing, trail riding, private events and a  
6 summer camp.

7 Just a quick background. The  
8 county purchased the farm in 2008 through the  
9 environmental bond act for open space  
10 purposes. In 2008 the county conducted an RFP  
11 seeking an entity to operate and renovate the  
12 property. In 2009 the county awarded a  
13 ten-year license with two five-year options  
14 and awarded to John Russo, who's the president  
15 of Nassau Equestrian Center. But just  
16 important to note, that agreement did not have  
17 any license fee paid to the county. It was  
18 mostly strictly capital investments.

19 In early 2019 the county chose to  
20 issue a new RFP and not exercise the option  
21 feeling it was important to reexamine the  
22 terms of many of our older agreements. And  
23 the decision not to exercise the option had no  
24 negative reflection on the existing operation  
25 of the at incumbent.

1 Rules - 4-26-21

2 The RFP was issued on April 9,  
3 2019. A total of five proposals were  
4 received. The evaluation committee, which was  
5 compromised of four parks employees, two  
6 employees from the NCPD Mounted Unit and one  
7 employee from the Nassau County SPCA.  
8 Evaluated, scored and ranked the proposals and  
9 the highest ranking proposer was the Nassau  
10 Equestrian Center.

11 This is for a ten-year term with a  
12 five-year option. The operator will pay the  
13 county 9.5 percent of gross receipts or a  
14 guaranteed minimum license fee, the greater of  
15 the two, which will over the ten years will be  
16 a minimum of about \$1.82 million. He is also  
17 committed to \$125,000 of capital investment in  
18 the first two years and then an additional 50  
19 if the agreement is extended with the option.

20 Couple of important things to note  
21 in the new agreement. There is a requirement  
22 to conduct various public programs, which was  
23 already a part of the previous agreement but  
24 it's stressed. He is making available the  
25 indoor rink to the NCPD Mounted Unit for

1 Rules - 4-26-21  
2 training purposes. There will be a 20 percent  
3 discount to veterans and first responders on  
4 boarding lessons and camp. There will be  
5 Parks approval for the program calendar and  
6 the ability for the department to supplement,  
7 not supplement but work with the vendor to  
8 increase public programming if it's deemed  
9 necessary.

10 And an establishment of an  
11 oversight committee that will be an advisory  
12 board comprised of park staff, the SPCA and  
13 NCPD Mounted Unit as well as county staff to  
14 monitor the finances and compliance within the  
15 terms of the contract. Any questions?

16 LEGISLATOR NICOLELLO: We have  
17 public comments here. We also have the  
18 inspector general whom I'm going to call up in  
19 a moment. In terms of the committee that  
20 selected the vendor who was on the committee?  
21 Do you know?

22 MS. KASO: I do. I believe it's  
23 listed on the comptroller's approval form. It  
24 should be if it's not. But I was a voting  
25 member. We also had a deputy commissioner of

1 Rules - 4-26-21  
2 the parks department and then the other park  
3 staff was Michael Buckowitz. So Deputy  
4 Commissioner Goldstein and Michael Buckowitz.  
5 Off the top of my head I can't remember the  
6 two mounted police names. And then Gary  
7 Rogers.

8 LEGISLATOR NICOLELLO: There were  
9 four other proposals?

10 MS. KASO: Yes.

11 LEGISLATOR NICOLELLO: What was  
12 it that was the deciding factor?

13 MS. KASO: I would say, without  
14 looking up my exact notes, I would say that it  
15 was after the first initial meeting and review  
16 of the evaluation of the proposals it was  
17 narrowed down to basically being between the  
18 incumbent and one other proposer. Their  
19 finance proposals were pretty similar. And  
20 the other three came basically nowhere close  
21 to it.

22 Both also had good experience with  
23 running an actual boarding facility. Whereas,  
24 a couple of other the proposers were trainers  
25 within other boarding facilities. So they

1 Rules - 4-26-21

2 didn't have that management component.

3 I would say one of the ultimately  
4 deciding factors was that the other proposer,  
5 part of their business plan was buying and  
6 selling horses and that is not something that  
7 Nassau Equestrian proposed or wants to do or  
8 plans to do and to the committee that was an  
9 important part. They didn't really think that  
10 the vendor on the county property should be  
11 engaging in that practice.

12 LEGISLATOR NICOLELLO: Does  
13 anyone have any questions? Legislator Bynoe.

14 LEGISLATOR BYNOE: Thank you  
15 Presiding Officer. I think a lot of my  
16 questions are going actually to be directed to  
17 the IG.

18 LEGISLATOR NICOLELLO: Inspector  
19 general. I was going to call her in a minute.

20 LEGISLATOR BYNOE: But Tori I'll  
21 ask this in the immediate. When you talk  
22 about public programing, you mentioned public  
23 programing and then you mentioned Nassau  
24 County Mounted. I'd like to hear more about  
25 what they would be offering to the public. I

1                   Rules - 4-26-21  
2       would expect that our police would be able to  
3       use that space, but I'd like to hear more  
4       about the public programing there. I'd like  
5       to know what it has been in the past and what  
6       is projected.

7                   MS. KASO:       In the past they have  
8       offered summer camps. I don't know  
9       specifically which components of the summer  
10      camps. But they have worked with, I know, I  
11      believe disabled children to have the  
12      programs. The site is also open to the  
13      public. We haven't gotten the specific public  
14      programing calendar. They do also have --  
15      they have summer and vacation day camps, pony  
16      pal camps, horse and pony lease programs.  
17      They work with and will increase their work  
18      with local schools and colleges and  
19      organizations. And they also have clinics and  
20      expositions. But they are also offering the  
21      20 percent discount to veterans and first  
22      responders.

23                  LEGISLATOR BYNOE:     Is there any  
24      benefit to young people who are going there  
25      from Nassau County? Any kind of discount

1 Rules - 4-26-21

2 offered to them?

3 MS. KASO: For specifically  
4 residents?

5 LEGISLATOR BYNOE: For young  
6 people, Nassau County residents from anywhere  
7 within the county.

8 MS. KASO: Not 100 percent sure.  
9 Let me just go --

10 LEGISLATOR NICOLELLO: While  
11 she's doing that I know we have residents that  
12 will speak in a little bit, but we also have  
13 public comment that was submitted by some of  
14 those residents and we'll just make that part  
15 of the record. Jacqueline Peiffer, I'll call  
16 you up in a minute ma'am. And the other one  
17 was from Barbara Sternberg. Again, it will be  
18 annexed to the record as part of the record.

19 MS. KASO: So, the answer is no.  
20 But as we will be working with him with the  
21 public programing we will suggest this to him  
22 and gear him in that direction to provide  
23 discount specifically to residents use.

24 LEGISLATOR BYNOE: We saw that as  
25 a part of the Cornell Extension that we were

1 Rules - 4-26-21  
2 going to require some level of a discount for  
3 Nassau County residents and I think it should  
4 be the same. And I think it should be not  
5 just nudging him in that direction. Making  
6 sure that that is requirement of this county  
7 that if they're going to lease our property  
8 that there will be some benefit to our  
9 taxpayers.

10 I have a whole host of different  
11 questions that we'll delve into later once the  
12 presiding officer introduces the IG to the  
13 podium. But I think as a rule we should have  
14 required that in the agreement, and I know  
15 that makes me uncomfortable already to have to  
16 vote on an item that does not put our  
17 residents first. I will hold the rest of my  
18 questions for the IG.

19 LEGISLATOR NICOLELLO: Legislator  
20 Schaefer.

21 LEGISLATOR SCHAEFER: Hi. How  
22 are you? I got a few different questions.  
23 I'm going to jump around a little bit. You  
24 mentioned the 20 percent discount. You said  
25 veterans, first responders. First responders

1 Rules - 4-26-21

2 and their family or just the first responders  
3 themselves?

4 MS. KASO: I believe it's and  
5 their family. I believe. Yes.

6 LEGISLATOR SCHAEFER: The revenue  
7 amount, you said it's the greater of nine  
8 percent of gross receipts. Is that standard  
9 in the industry or is it a special -- how did  
10 you come to that number, if you know?

11 MS. KASO: That is what he  
12 proposed in his proposal. In terms of  
13 industry standards --

14 LEGISLATOR SCHAEFER: I mean, how  
15 did it compare to let's say the others that  
16 had submitted a proposal?

17 MS. KASO: It was higher. His  
18 financial proposal was the top. There may  
19 have been some different combinations between  
20 percentages and minimums but his combined was  
21 the highest.

22 LEGISLATOR SCHAEFER: The staff  
23 that you mentioned that were on the original,  
24 I guess the original panel that was making the  
25 decision, did they have any type of particular

1 Rules - 4-26-21  
2 experience in making a decision like this or  
3 any type of expertise? Like, I know Gary  
4 Rogers. I know who he is. He obviously deals  
5 with animals. But you said park staff. So, I  
6 just wonder were they random park staff or  
7 were they people that actually have some  
8 information? I know the mounted police  
9 obviously have some knowledge as well in this  
10 field.

11 MS. KASO: No. I would say in  
12 terms of -- so Michael Buckowitz works with a  
13 lot of museums and preserves. I myself was  
14 new to the parks department but I like to  
15 think that I'm pretty confident. And then the  
16 Andrew Goldstein, the deputy, everybody has  
17 had basic experience not managing but like  
18 overseeing county property and they've also  
19 had experience on other RFP processes.

20 LEGISLATOR SCHAEFER: So that was  
21 their reason for being on there?

22 MS. KASO: Yes. And also because  
23 the agreement is through the parks  
24 department. If we're going to be spearheading  
25 the oversight and the enforcement of it we

1 Rules - 4-26-21

2 needed input from the department.

3 LEGISLATOR SCHAEFER: That segues  
4 into my next question was about the oversight  
5 committee you mentioned. How many members  
6 will there be on that?

7 MS. KASO: Not sure the number  
8 was specified. But it will be a mixture of  
9 not the same people but experts from those  
10 similar departments.

11 LEGISLATOR SCHAEFER: And what  
12 exactly can you tell me what their oversight  
13 involves?

14 MS. KASO: They will be in  
15 charge -- they will be tasked with the  
16 oversight of finances. They will have the  
17 public programing calendar submitted to them.  
18 They will also be who will field and  
19 investigate complaints.

20 LEGISLATOR SCHAEFER: I guess how  
21 will people know that they can make a  
22 complaint or where to make it?

23 MS. KASO: We will have to make  
24 that information easily known.

25 LEGISLATOR SCHAEFER: Will they

1 Rules - 4-26-21

2 issue some sort of a report or will there be  
3 anything like that? When you say an oversight  
4 committee what will their end result be?

5 MS. KASO: It hasn't been fully  
6 formed yet obviously because the agreement  
7 hasn't been approved, and I'm sure that will  
8 be part of the discussion once it is formed.  
9 I would assume that there will be some sort of  
10 official way to intake the complaint and  
11 provide information on what their findings  
12 were.

13 LEGISLATOR SCHAEFER: But also  
14 like I guess the panel itself their oversight  
15 will it include a yearly report or a --

16 MS. KASO: Of the panel itself?

17 LEGISLATOR SCHAEFER: Yeah.  
18 Whatever exactly they're overseeing  
19 specifically.

20 MS. KASO: I certainly think that  
21 makes sense.

22 LEGISLATOR SCHAEFER: I think  
23 that's all I have for me. I might have more  
24 later.

25 MS. KRIEB: Eileen Krieb,

1                   Rules - 4-26-21  
2   Commissioner of Parks. As part of this  
3   permitting process it will have on it clearly  
4   the contact avenue for the constituents to  
5   make their complaints. So it will be an email  
6   or a phone number or something that will be  
7   included on all these permits in writing so  
8   that anyone who is boarding there has any kind  
9   of a complaint it will be to their advantage  
10  that they will know who to contact as opposed  
11  to wondering who they can reach out to. It  
12  will be part of the stipulation on the  
13  permit.

14                   LEGISLATOR SCHAEFER:     As well as  
15  obviously people just that are taking lessons  
16  there and doing something else I assume?

17                   MS. KRIEB:     Yes. Just to  
18  follow-up on Legislator Bynoe's question on  
19  the cost. The parks department's enforcing  
20  resident versus nonresident fees all over the  
21  parks department to make sure that the  
22  taxpayers do have an advantageous position.  
23  So we will be doing the same as we review all  
24  these programs. We will make sure that there  
25  are incentives for taxpayers, Nassau County

1 Rules - 4-26-21

2 residents, versus non that are coming to use  
3 this facility.

4 LEGISLATOR BYNOE: The way that  
5 it was expressed in the Cornell Extension  
6 agreement I think should be also included in  
7 this agreement.

8 MS. KRIEB: You're talking about  
9 their programs out in Suffolk County? Yes,  
10 we're familiar with that.

11 LEGISLATOR BYNOE: To me, it  
12 should be expressed in this contract clearly  
13 so that there would be no confusion. It  
14 appears that the operator had some confusion  
15 on some of the issues in the previous  
16 agreement, and I don't want to see that happen  
17 in this particular instance as it relates to  
18 our young people who I think should have  
19 access to that center.

20 MS. KRIEB: I agree.

21 LEGISLATOR NICOLELLO: I would  
22 like to invite up the inspector general, Jodi  
23 Franzese, thank you for coming here this  
24 afternoon and waiting through the full leg.

25 MS. FRANZESE: Hi everyone.

1 Rules - 4-26-21

2 Thanks for having me here. Jodi Franzese,  
3 Office of the Inspector General.

4 So, Presiding Officer, how do you  
5 want me to do this? Just want me to give you  
6 a quick Cliff Notes version or do you have  
7 questions?

8 LEGISLATOR NICOLELLO: I think we  
9 will have questions but I think if you can  
10 give us a summary of your investigation and  
11 your findings.

12 MS. FRANZESE: As you know, there  
13 are numerous allegations regarding the  
14 vendor's performance under the agreement and  
15 questions regarding the procurement process  
16 leading up to the agreement. There was a  
17 range of allegations, some overlapping,  
18 regarding the vendor's failure to comply with  
19 the provisions of the agreement.

20 So we conducted an investigation  
21 and we made findings and recommendations to  
22 the administration. They accepted those  
23 recommendations.

24 As far as the allegations there  
25 were several. Just some of the ones that we

1                   Rules - 4-26-21  
2       substantiated were, for example, failing to  
3       obtain Nassau County approval and failure to  
4       expend the required amount for advertising and  
5       promotions. That's true. That was not  
6       something that was complied with. There are  
7       several.

8                   The county has no record regarding  
9       a reserve fund which was required in the  
10      agreement. It was a very, very late  
11      establishment of a reserve fund. I think it  
12      was about eight years into the ten-year  
13      agreement that they established a reserve  
14      fund.

15                  Also, failure to create a plan  
16      about the intention to make programs and  
17      services accessible for individuals with  
18      disabilities. That was required in the  
19      agreement. We found no evidence that that  
20      existed.

21                  Also, another allegation that was  
22      substantiated was failure to obtain prior  
23      county approval for capital improvements. We  
24      didn't see any sort of written approval from  
25      the county regarding the capital

1                   Rules - 4-26-21  
2    improvements. We did see an email where one  
3    of the county employees did say that they went  
4    to the site and saw the capital improvements  
5    and perhaps that was some sort of tacit  
6    approval.

7                   Also, I should also let you know  
8    that my office discovered an issue with  
9    fingerprinting because if you have staff who  
10   are going to be in close proximity to children  
11   you need to fingerprint those individuals and  
12   there was no evidence that the vendor did  
13   that.

14                  Finally, also no notification of  
15   serious accidents. That was something that  
16   was required by the agreement that the vendor  
17   would notify the county for serious riding  
18   accidents that happened on the premises. We  
19   were aware of I believe two serious accidents  
20   and there was no notification to the county.

21                  That's the lion's share of the  
22   substantiated allegations that we mentioned in  
23   the report. And we are, if need be, moving  
24   forward we will follow-up if we think it's  
25   necessary with the county's implementation of

1 Rules - 4-26-21

2 our recommendations.

3 LEGISLATOR NICOLELLO: Were there  
4 any allegations that were not substantiated?

5 MS. FRANZESE: Yes, there were  
6 several of those as well. For example,  
7 substandard care of horses. Obviously that's  
8 important to everybody and it's pretty much a  
9 priority. We did not substantiate that  
10 allegation.

11 There was also allegations  
12 regarding failure of the vendor to submit  
13 financial records. When we requested those  
14 documents of the department we received them.  
15 So, they were on file at the department.

16 Also, no records of -- there was an  
17 allegation of no record of capital  
18 expenditures. However, those were also on  
19 file with the department.

20 There were several allegations  
21 regarding the procurement process. I just  
22 want to make you aware that my office was --  
23 we observed the entire selection process. I  
24 think we may have missed one meeting but  
25 everything else we went to. We did a

1 Rules - 4-26-21  
2 walk-through with the prospective proposers.  
3 We also read the documents and there was  
4 allegations that this was somewhat of a done  
5 deal I believe it was called. We did not find  
6 evidence that this was a done deal.

7 Also, it was alleged that other  
8 proposers proposed more revenue to the county  
9 and we did find that one offered more in  
10 revenue and one offered more in capital  
11 expenditures but less gross receipts. But all  
12 in all, we witnessed the entirety of the  
13 process and it was a deliberative process.  
14 And revenue was really just one of the factors  
15 that the parks department was weighing in.

16 Also, there were some allegations  
17 of basically the incumbent having inside  
18 information. We did a lot of work on that and  
19 we did not find that that was something that  
20 our office could substantiate in terms of an  
21 allegation. That's pretty much the lion's  
22 share of that as well.

23 LEGISLATOR NICOLELLO: I think  
24 what we will do is if legislators have  
25 questions now we'll have them ask those

1 Rules - 4-26-21  
2 questions and then we'll bring up some of the  
3 residents who are here and ask you and/or the  
4 parks department to respond once they raise  
5 whatever the issues that they are going to  
6 raise. I know Legislator Bynoe.

7 LEGISLATOR BYNOE: Thank you  
8 Presiding Officer. So, do we know whether --  
9 good evening to you Ms. IG. One question  
10 first regarding the fingerprinting because I  
11 found that really troubling. Do we know  
12 whether that's been cured to this point?

13 MS. FRANZESE: We know that's  
14 something that we are going to be following up  
15 on. We know that the department had accepted  
16 that recommendation as something they were  
17 planning to implement because that is an  
18 important issue. We will be following up on  
19 that.

20 LEGISLATOR BYNOE: So, we don't  
21 know whether it's been cured to this point?

22 MS. FRANZESE: I think you can  
23 probably ask the parks department if we were  
24 going to do that directly but we can do that  
25 today if you'd like.

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2 LEGISLATOR BYNOE: Yes. Because  
3 I would be concerned if we enter into a  
4 contract and they're still not in compliance  
5 with a very important aspect of having  
6 fingerprinted. I think it kind of puts the  
7 county in a precarious situation to do so.

8 LEGISLATOR NICOLELLO: Do you  
9 want to have the commissioner come up and  
10 maybe just --

11 LEGISLATOR BYNOE: I wouldn't  
12 mind. I'm sorry. If you wouldn't mind just  
13 one minute.

14 LEGISLATOR NICOLELLO:  
15 Commissioner Krieb.

16 MS. KRIEB: So, Mr. Russo is on  
17 notice to comply with all the findings that  
18 have been given to us by the IG's office. And  
19 additionally, in the new contract it clearly  
20 states that the personnel screening is  
21 required for all minors -- sorry -- all  
22 current and prospective personnel who is  
23 carrying out this agreement will have  
24 unsupervised or regular substantial contact  
25 with minors are fingerprinted by the Nassau

1                   Rules - 4-26-21  
2   County Police. So all these recommendations  
3   have been incorporated into our new contract  
4   and he is on notice on their findings to  
5   comply.

6                   LEGISLATOR BYNOE:     I'm troubled  
7   that this contract is down here without having  
8   any evidence that this deficiency has been  
9   cured and they are still conducting business.  
10  This is pretty serious that we don't have  
11  individuals fingerprinted that are engaging  
12  with our young people. I know that that's  
13  required here in the parks department. It's  
14  actually delayed some hires in the parks  
15  department because we did not have them  
16  fingerprinted.

17                  MS. KRIEB:     And its standard  
18  language in our contracts also.

19                  LEGISLATOR BYNOE:     Which is why I  
20  think it's important that we express that  
21  there be public use and discount to our young  
22  people in this agreement because even with  
23  things that were in this agreement they  
24  weren't in compliance. But nonetheless, thank  
25  you for answering the question that they're

1 Rules - 4-26-21  
2 working toward curing it but you don't have  
3 any evidence at this time that's it's been  
4 cured?

5 MS. KRIEB: Correct.

6 LEGISLATOR BYNOE: Thank you.  
7 I'm going to go back to the IG. The previous  
8 contract what was it predicated on? Was it  
9 just an annual fee, flat fee or was it also  
10 based on a percentage of the income?

11 MS. FRANZESE: I don't think I  
12 can answer that for you. Perhaps this might  
13 be a parks department question.

14 LEGISLATOR BYNOE: Okay. I don't  
15 know if they can answer then. Tori, can you  
16 answer that question for me?

17 MS. KASO: The previous contract  
18 had no license fee paid to the county.

19 LEGISLATOR BYNOE: I would  
20 suspect when they did some of these  
21 improvements, which included an indoor riding  
22 arena, which I suspect allowed them to operate  
23 year round there was some revenue that we did  
24 not capture there?

25 MS. KASO: In the agreement he

1 Rules - 4-26-21  
2 was committed to \$500,000 worth of capital  
3 improvements and our records show that he  
4 actually over doubled that amount.

5 LEGISLATOR BYNOE: I'm not  
6 arguing that he didn't make the investment I'm  
7 arguing that he made an investment that was  
8 definitely to his benefit. Then he failed to  
9 disclose that.

10 MS. KASO: We definitely agree  
11 which is why we didn't exercise the option to  
12 extend his contract for five years and did the  
13 RFP.

14 LEGISLATOR BYNOE: With good  
15 reason. Thank you. My questions are going to  
16 be -- the life safety I think we found out was  
17 just fire extinguishers that were just a  
18 couple of days out of compliance; is that  
19 correct IG?

20 MS. FRANZESE: Yes. We actually  
21 received an allegation regarding fire issues.  
22 We alerted the fire marshal and they went over  
23 for an inspection and there was a report  
24 appended to our -- sorry -- there was a report  
25 from the fire marshal appended to our report.

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2 And certain things that looked like violations  
3 or potential violations to us weren't actually  
4 violations of the fire code. But I think at  
5 this point the fire marshal was confident that  
6 it was a safe environment. I believe the  
7 Cornell Cooperative also mentioned something  
8 about it being a safe environment. That  
9 report is also appended.

10 LEGISLATOR BYNOE: I read both of  
11 those. I just wanted to confirm it and have  
12 it on the record.

13 In terms of -- you started to  
14 review an issue regarding prevailing wage and  
15 then you made mention that they are not  
16 required to adhere to prevailing wage.

17 MS. FRANZESE: Yes. We went to  
18 the county attorney's office on that because  
19 we just wanted to make sure we understood the  
20 law with respect to prevailing wage. And it  
21 was told to us and it's our understanding that  
22 the employees of the vendor were not -- the  
23 prevailing wage law wouldn't apply to them.  
24 We got that from the county attorney.

25 LEGISLATOR BYNOE: But it's

1 Rules - 4-26-21

2 something that we have to adhere to when we  
3 engage other contractors under different  
4 conditions, is that accurate?

5 MS. FRANZESE: Sorry, may I have  
6 a second. Because the county doesn't pay his  
7 employees, he pays his employees, and that was  
8 part of our discussion. That seems to be why  
9 it doesn't apply to the employees of the  
10 vendor.

11 LEGISLATOR BYNOE: And under  
12 other circumstances we are paying a contractor  
13 then ultimately pays their employees and  
14 that's why prevailing wage becomes an issue,  
15 correct?

16 MS. FRANZESE: Yes.

17 LEGISLATOR BYNOE: I'm not happy  
18 about that, and I wish there was something  
19 that we could do in this contract because this  
20 is not a not-for-profit organization. This is  
21 a private enterprise that is benefiting  
22 significantly based on some of the projected  
23 projections I've seen for revenue that we  
24 wouldn't be concerned whether someone that  
25 we're in contract with is paying their

1 Rules - 4-26-21  
2 employees at a prevailing wage. That concerns  
3 me greatly.

4 I would not like to think that we  
5 have folks that aren't being paid by  
6 individuals that we're in business with at a  
7 prevailing wage, at a wage that would allow a,  
8 a living wage, a prevailing wage, to allow  
9 them to live here in this very expensive  
10 county or this region.

11 Sir, did you have something to add  
12 to that?

13 MR. MCDERMOTT: Thank you  
14 Legislator, Presiding Officer. Dennis  
15 McDermott, deputy county attorney.

16 Just quickly addressing the  
17 prevailing wage. There is actually a court of  
18 appeals case Manual De la Cruz versus Cadel  
19 Dry Dock and Repair Company where the Court of  
20 Appeals set out a three-prong test to see if  
21 prevailing wages have to be paid. First,  
22 public agency must be a party to a contract  
23 involving the employment of laborers, workers  
24 or mechanics.

25 Second, and this is really the most

1 Rules - 4-26-21  
2 important in this case, the contract must  
3 concern a project that primarily involves  
4 construction-like labor and is paid for by  
5 public funds. If it is completely paid for by  
6 private funds prevailing wage does not apply.

7 LEGISLATOR BYNOE: I think we had  
8 established that but I appreciate you  
9 expounding a little.

10 MR. MCDERMOTT: I missed part of  
11 the question so I'm sorry.

12 LEGISLATOR BYNOE: I appreciate  
13 you. Thank you. I just don't like the idea  
14 of it. Maybe we could have not gone for a  
15 prevailing wage but we could have encouraged a  
16 living wage or something to ensure that they  
17 were paying, this commercial enterprise was  
18 paying individuals who are in their employment  
19 as they derive a significant benefit from the  
20 county.

21 Then we get to public use and you  
22 state that larger signs identifying county --  
23 identifying the county, Nassau County  
24 Equestrian Center as opposed to the current  
25 signage. I think the current signage, I hear

1                   Rules - 4-26-21  
2     you, but I find that probably be the least of  
3     the issues. Probably more cultural that we  
4     have to deal -- we need to make sure they  
5     understand further that this is for public use  
6     and I think signage is great. So, the people  
7     then identify and say oh, maybe let me call  
8     the county and find out how I can access  
9     this. I get the idea about the signage but I  
10    think we're going to have to do a little bit  
11    more. As I stated already, I think some of  
12    that has to be contractual so that they  
13    understand their public access.

14                   MS. FRANZESE:     That's in the  
15    report because we visited the site and it  
16    wasn't clear to us. If I was just driving by  
17    with my family I wouldn't believe that I could  
18    just hop out of the car with my kids and go  
19    have them ride a horse. It doesn't make it  
20    clear at all. There are other similarly  
21    situated kinds of farms that say in big  
22    letters, for example, Grossmans in Malverne  
23    it's big letters open to the public. I think  
24    it's important since this is a county-owned  
25    property that county residents know they can

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2 utilize it.

3 LEGISLATOR BYNOE: Yes. Agree  
4 100 percent. That needs to be cured as soon  
5 as possible.

6 The only other point that I'm going  
7 to make and it's -- I just want to confirm,  
8 sorry. I know that there's a reserve fund  
9 that's required for the capital improvement.  
10 You note in your report that the new agreement  
11 entirely removes the requirement for a reserve  
12 fund for public programs for any purposes. Is  
13 that accurate?

14 MS. FRANZESE: The reserve fund  
15 is not required in the new agreement. It was  
16 required in the old agreement. However, as I  
17 mentioned earlier, even regarding the old  
18 agreement it was not set up I think until well  
19 into the ten-year term. I believe there's  
20 something -- I'd have to ask the parks  
21 department to come up here to talk to you  
22 about that because there was definitely a  
23 situation regarding their reserve fund where  
24 it's not required anymore but I believe that  
25 the parks department had an explanation for

1 Rules - 4-26-21

2 that.

3 LEGISLATOR BYNOE: I would love  
4 to hear it.

5 MR. MCDERMOTT: I hope you get  
6 some sort of explanation Legislator. First,  
7 in the current agreement the reserve fund was  
8 being set up, and again, we're correct, it was  
9 set up very late, but the funds are to be used  
10 to be reinvested into the premises and the  
11 operations thereon. So, that's what the  
12 reserve fund was to be used for.

13 It included funding for public  
14 programs as an authorized use of the funds.  
15 This language does not compel use of these  
16 funds for public programs. Public programs  
17 are required under Section 6.1 but the funds  
18 themselves weren't. In this case, the reserve  
19 fund was actually started because this was  
20 purchased with open space funds. And the  
21 general concept is you cannot really take  
22 money from open space programs and that's why  
23 it gets reinvested back into the property. So  
24 the county gets some sort of return on it and  
25 we keep everything going.

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2 However, there is an exception.  
3 There's the five percent rule where if you do  
4 a calculation, and in this instance outside  
5 bond counsel did a calculation, they take the  
6 total bond amount, not just the amount that  
7 was used to purchase this but the whole bond,  
8 they apply the proposed income and if it's  
9 less than five percent overall, all income  
10 from all parts of the bond, if it's less than  
11 five percent the county can receive the  
12 money.

13 In every parks' contract the only  
14 time there is a reserve fund is when it's  
15 either we have bonds attached to it and no  
16 calculation has been done. And other than  
17 that, like at Morley tennis, there's no  
18 reserve account, they pay us. This was set up  
19 the same way because bond counsel said we can  
20 receive the money. They're still responsible  
21 to do the capital improvements, to do the  
22 maintenance, to do public programing. They  
23 still have all of those obligations. But  
24 because bond counsel said the county can  
25 actually accept the money as opposed to

1                   Rules - 4-26-21  
2     putting it into a reserve account that mostly  
3     would get put back into the premises.  If some  
4     amount is put into programing or public  
5     programing a lot of it could be put into the  
6     premises because this is a standard county  
7     clause.

8                   So, that is why parks did not  
9     require a reserve account because he's still  
10    required to have public programing and the  
11    county is now able to actually make some money  
12    on it.

13                   LEGISLATOR BYNOE:     So earlier I  
14    asked about young people having the discounted  
15    access.  That's different.  But the public  
16    programing --

17                   MR. MCDERMOTT:     Again, Section  
18    6.1 --

19                   LEGISLATOR BYNOE:     Is there  
20    anything --

21                   MR. MCDERMOTT:     I'm sorry -- does  
22    require public programing and it actually  
23    gives a list of some of the things.  And when  
24    I happened to be looking at a lot of the  
25    support letters, there were letters against

1                   Rules - 4-26-21  
2     but there are a lot of support letters and I  
3     believe several of them were sent to the  
4     Presiding Officer and Legislator Abrahams,  
5     they listed many things like free pony rides  
6     and camps and other things where disadvantaged  
7     both physically and mentally children got  
8     programs that got use out of it and people who  
9     were not financially able to pay full price  
10    received it.

11                   And there's a lot of letters and I  
12    know that they were sent to like both Majority  
13    and Minority and now it's probably a year  
14    ago. So, they actually have done that and  
15    part of the review process that Parks has to  
16    do of programing and pricing they can insist  
17    on a discount for county residents. And if  
18    they don't approve then he can't operate. If  
19    they approve his pricing he can't operate. So  
20    there is a mechanism. Is it specific? No.

21                   LEGISLATOR BYNOE:     There's no  
22    minimum threshold that they have to meet so we  
23    can incentivize them to actually provide these  
24    public programs? Because while there have  
25    letters on both sides of the issue in support

1                   Rules - 4-26-21  
2     and then in opposition, you know, some of the  
3     concerns were that this was operating as a  
4     private type of center and that there was some  
5     exclusivity to access there. There were some  
6     allegations made like that. As a fiduciary  
7     and as a legislator whose responsibility is to  
8     ensure that people have direct access to  
9     programing, I feel compelled to ask whether  
10    there's a minimum. Because if somebody wants  
11    to operate as a --

12                   MR. MCDERMOTT:     As it stands  
13    anyone can actually go in and use the  
14    facility. It's in the new contract. There  
15    are also many of the letters saying that this  
16    is an inclusive. Nonexclusive. This is  
17    coming from people who have been there well  
18    before the current operator took over. As a  
19    matter of fact, they said Mr. Russo was a God  
20    send for saving it, renovating it. But I'm  
21    just saying they're saying that it's an  
22    inclusive community. Not my words. I know  
23    none of them. I know nothing about horses.

24                   LEGISLATOR BYNOE:     We have some  
25    comments that came in today that actually

1 Rules - 4-26-21  
2 speak from a different perspective. Let's  
3 just say that. Without having the ability to  
4 vet some of those concerns, because I'm only  
5 getting them today, they were put on my desk  
6 earlier today, dated today, April 26, 2021, I  
7 have to ask the questions. So, that's what  
8 I'm doing now is asking the questions.

9 MR. MCDERMOTT: I understand.

10 LEGISLATOR BYNOE: And bringing  
11 these issues into the forefront. Thank you  
12 for your answer. I appreciate it.

13 I think I have one other in closing  
14 and it's related to the horses and the care of  
15 the animals. Cornell made some  
16 recommendations and they recommended that  
17 overall it sounded like the horses were  
18 treated very well. They just stated that  
19 there was some restlessness, which is not  
20 uncommon during the I guess the winter months  
21 and they suggested that the horses get a  
22 little more activity. And I think that that  
23 enclosed area that they created would allow  
24 the horses during the winter to get out and  
25 get some more recreation.

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2 So, I just wanted to know if that  
3 recommendation, and I don't think this is for  
4 you, I'm sorry Ms. Franzese, I think it's for  
5 the parks department whether that  
6 recommendation has been accepted and is  
7 currently in practice?

8 MS. KRIEB: Again, I'm not a  
9 horse owner but we had many unannounced visits  
10 from people with expertise in animal care and  
11 they all concluded that the animals were being  
12 treated well, they were being fed, they were  
13 being exercised and they always had water.

14 We have support letters from many  
15 veterinarians, many stables owners, the people  
16 who are in the stables. Cornell, Village of  
17 Brookville. The fire marshal went in and  
18 checked to make sure they were up to code.  
19 And DPW inspected the building and that had  
20 met code compliance as well as neighbors.

21 So again, although you're getting  
22 that comment, I don't believe that he is not  
23 exercising the horses. I think they're being  
24 treated properly. And I'm only going by the  
25 experts that stopped in to check unnoticed.

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2 LEGISLATOR BYNOE: Again, not my  
3 words, reading directly from Cornell.

4 MS. KRIEB: I don't know what  
5 letter you're reading. Cornell did say they  
6 could have more exercise but it wasn't a level  
7 that the animals weren't getting exercise.

8 LEGISLATOR BYNOE: I'm just  
9 asking did he adhere to this recommendation?  
10 That's all I'm asking.

11 MS. KRIEB: Yes. He's aware of  
12 these recommendations.

13 LEGISLATOR BYNOE: Not just  
14 aware. Is he adhering? Has he cured this  
15 concern that Cornell put forward?

16 MS. KRIEB: I know that Mr. Russo  
17 spoke with Cornell when they were there. I  
18 don't know for a fact that he's increased the  
19 activities of the horses. I don't have that  
20 in writing from him. I know he met with  
21 them. He took their recommendations. I can  
22 assume that he has improved on it but I don't  
23 know that for a fact.

24 LEGISLATOR BYNOE: This is  
25 something that I understood there was going to

1                   Rules - 4-26-21  
2     be some oversight committee at some point  
3     whenever if it does get approved, and I  
4     suggest that be one thing that we look at. We  
5     just want to make sure -- look, it was glowing  
6     assessment from Cornell with a recommendation  
7     for more turnout times. And I think given  
8     their expertise and our reliance on Cornell to  
9     have assessed the conditions there that we  
10    need to adhere to the recommendations. Thank  
11    you. I'm done.

12                   LEGISLATOR NICOLELLO:     Thank  
13    you. Legislator DeRiggi-Whitton and  
14    Legislator Schaefer have follow-up.

15                   LEGISLATOR DERIGGI-WHITTON:     My  
16    colleague, Legislator Siela Bynoe, did an  
17    excellent job covering most of the questions I  
18    had.

19                   I've been aware of the situation  
20    for over a decade. I know there have been a  
21    lot of issues there. When I was in my  
22    district I attempted to bridge the gap between  
23    Mr. Russo and many of the I would say tenants  
24    there as well. I'm sorry that it's still  
25    going on because it's such a beautiful place.

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2 You all have such a beautiful hobby that you  
3 enjoy. The horses I know how important they  
4 are to you. I know this is an aspect of your  
5 life that you enjoy.

6 It really bothers me every time I  
7 speak with anyone or any time I read anything  
8 it's so negative. It's a situation that I  
9 tried to resolve myself, and I know that we're  
10 still -- sounds like we're still in this same  
11 position. I know when you meet with Mr. Russo  
12 he'll show you how far the place has come.  
13 All the improvements he's made over the  
14 years. The pictures of the dilapidated  
15 buildings when he first took over. It's  
16 amazing that they were still standing when he  
17 came in. I know his personality. He's kind  
18 of a no-nonsense person in the sense that I  
19 think he tries to do the right thing but I  
20 don't know if he always is as careful as he  
21 should be.

22 And on a number of issues that  
23 Legislator Bynoe brought up such as the  
24 fingerprinting and things like that he needs  
25 to have oversight. I'm glad that you're

1 Rules - 4-26-21  
2 forming this committee. I think having  
3 Cornell look at the horses, making sure that  
4 the horses are safe with the fire marshal.  
5 Making sure that the food, I know the food was  
6 an issue sometimes. I want to ensure that  
7 we're doing everything that we can as a county  
8 to have oversight over Mr. Russo.

9 Can I ask Jodi if you don't mind?  
10 I know as an inspector general you did review  
11 the whole process. Is there anything glaring  
12 in your report other than the few  
13 recommendations that I saw that would have you  
14 hesitate to grant this contract to Mr. Russo?

15 MS. FRANZESE: The thing that  
16 came up the most, and this is not -- it was  
17 more about the county's failure to oversee  
18 what is a long-term agreement for us and to  
19 make sure that the vendor complied with the  
20 terms of the agreement.

21 As far as what we learned in our  
22 findings, at this point it seems that with the  
23 new agreement and with an oversight committee,  
24 I don't like to opine because I'm not an  
25 elected official, you allow me to be here, my

1                   Rules - 4-26-21  
2    thought is that this is definitely a better,  
3    we're in a better state of affairs than with  
4    the prior agreement.  But I don't have  
5    anything glaring that I can tell you that I  
6    think would be of significant concern at this  
7    point.  Everything's written in the report and  
8    we stand by all our findings.

9                   LEGISLATOR DERIGGI-WHITTON:     This  
10   is now in Legislator Lafazan's district, this  
11   facility.  However, on that commission I do  
12   understand you have representatives from the  
13   parks department.  But possibly, I don't know  
14   if Josh could be informed of any of the  
15   concerns.  And I've been receiving emails for  
16   many years I'm happy to be on that too.  I'm  
17   going to have the legislators have oversight  
18   as well.

19                   So, it's unfortunate.  I wish that  
20   we felt more positive about this whole  
21   situation because I know there is a lot of  
22   funding involved, personal funding that these  
23   people pay to keep their horses there.  It's a  
24   beautiful spot but it's always had kind of a  
25   black cloud over it in the sense that I feel

1                   Rules - 4-26-21  
2     that it has not worked in the past. I  
3     understand we chose this vendor again. I  
4     happen to get along with him on a lot of  
5     levels. I respect a lot of the things that he  
6     does but I do think there are a lot of  
7     improvements that have to be done. I  
8     appreciate you outlining them.

9                   I know of many of the concerns of  
10    the public comments but I want you to all know  
11    that you're not going on deaf ears. We really  
12    all try to take a personal interest in this  
13    facility and we will continue to do so.

14                  LEGISLATOR KOPEL:     I've got a  
15    question for the parks department and that is  
16    as to the selection process. I understand you  
17    had five bids on this and this one was  
18    selected as the best. Can you just simply  
19    explain why this was best in your opinion?

20                  MS. KASO:        So, when we issue RFPs  
21    we very clearly outline the selection  
22    process. Basically how we evaluate each  
23    proposal and we assign percentage values to  
24    each category. Off the top of my head I  
25    cannot remember exactly what they were for

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2 this RFP but it tends to include the, in a  
3 revenue contract case, the benefit to the  
4 county, financial benefit to the county.  
5 Along with experience, the overall profile of  
6 the vendor and the organization. Sort of the  
7 resumes of the principals.

8 LEGISLATOR KOPEL: I get your  
9 general principals but you don't know --

10 MS. KASO: But why specifically  
11 this one?

12 LEGISLATOR KOPEL: Yes.

13 MS. KASO: He obviously has  
14 experience working with a municipality in  
15 particular and operating this type of  
16 property. So, he had a little bit of a lead  
17 over some of the other proposers.

18 LEGISLATOR KOPEL: The number two  
19 was there a tremendous discrepancy in  
20 preference between numbers one and two here?

21 MS. KASO: No. I would say for  
22 the most part between the number two --

23 LEGISLATOR KOPEL: They're  
24 close?

25 MS. KASO: They're close but I

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2 can't remember.

3 LEGISLATOR KOPEL: And number one  
4 has a documented history of noncompliance,  
5 right?

6 MS. KASO: I would say sure, yes.

7 LEGISLATOR KOPEL: That's what  
8 troubles me. Why would that not tip the  
9 balance? If you've got someone who we already  
10 know doesn't pay particularly good attention  
11 to the contractual provisions why wouldn't we  
12 want to move on?

13 MS. KASO: I would say generally  
14 speaking the committee felt that his  
15 noncompliance was not necessarily intentional  
16 and was perhaps -- the oversight from the  
17 county could have been better, which we're  
18 obviously trying to fix going forward.

19 LEGISLATOR KOPEL: Did the  
20 oversight account for the noncompliance in any  
21 way? In other words, was the oversight  
22 necessary for the operator to know what the  
23 provisions of the contract were and to  
24 comply?

25 MS. KASO: I mean, I'm presuming

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2 that he read the agreement and knew what was  
3 in it.

4 LEGISLATOR KOPEL: So, the answer  
5 is that they just did not comply. Knowing  
6 what the contractual provisions were they  
7 nevertheless did not comply, would that be  
8 fair?

9 MS. KRIEB: So, there's many  
10 aspects of the contract. The ones that we  
11 brought up today are his lack of public  
12 programing, which we know he did programing,  
13 maybe not to the extent others would like him  
14 to do but as far as the running of a boarding  
15 stable, investing over a million dollars in  
16 improving it to start with, it was in shambles  
17 when he took it over. He was asked to do  
18 \$500,000, he put in million dollars and he  
19 still wasn't done.

20 The people that board their horses  
21 there who have stayed with him are very happy  
22 with their horses being -- the way they're  
23 being kept and fed and exercised.

24 To the extent that we did not, the  
25 parks department jointly with the real estate

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2 department that oversight was not there. But  
3 perhaps going forward with our involvement in  
4 enforcing and regulating the scheduling of  
5 programs that will improve. But basically the  
6 intent of him running a boarding stable he was  
7 very, very good at and we have found nothing  
8 that says that he wasn't.

9 The fact that he was a little bit  
10 lax in running a program for young children or  
11 offering camp or putting our name on a sign  
12 that seems not incidental, it's an important,  
13 but the important part was that he improved  
14 the facility and he's running a boarding  
15 stable with many people very happy. There may  
16 be a handful that left or were asked to leave  
17 but that was not in the contract. That's him  
18 operating his business.

19 LEGISLATOR KOPEL: So,  
20 essentially you are saying then that the  
21 noncompliance was not central?

22 MS. KRIEB: A lot of  
23 noncompliance we referred to today was his  
24 programing, giving it to the public, which is  
25 important because the taxpayers own that

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2 property but it can be improved.

3 LEGISLATOR KOPEL: You're  
4 satisfied that going forward this will indeed  
5 be improved?

6 MS. KRIEB: Yes, because that's  
7 something that we can wrap our hands around  
8 and enforce programing. We do it every day.  
9 As far as animal care, horse care --

10 LEGISLATOR KOPEL: When you  
11 pointed it out to them have they been  
12 responsive?

13 MS. KRIEB: Yes. And he's  
14 willing to do it and he needs to improve it  
15 because it's part of his contract that he has  
16 it. And now with one department overseeing it  
17 it will be enforced. Especially with the  
18 oversight of an outside board.

19 Also, the people who came on the  
20 evaluation committee, of course it was parks  
21 people looking at it from an administrative or  
22 a business point of view, but the people who  
23 sat there from the mounted police and from the  
24 SPCA they've dealt all over the industry of  
25 horse buying and selling and care and they

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2 were 100 percent on board with this gentleman.

3 LEGISLATOR KOPEL: As opposed to  
4 number two?

5 MS. KRIEB: He scored higher than  
6 number two, yes.

7 LEGISLATOR KOPEL: Significantly  
8 so. Okay. Fine. Thank you.

9 LEGISLATOR NICOLELLO: I think  
10 I'd like to call up some members of the public  
11 at this point. Christina Tabaco Weber.

12 MS. TABACO-WEBER: Christina  
13 Tabaco-Weber. I would like Kathleen Kleinman  
14 to go first. She will kind of lay the  
15 groundwork and I'm happy to speak after her.

16 LEGISLATOR NICOLELLO: That's  
17 fine. Kathleen Kleinman.

18 MS. KLEINMAN: Good afternoon  
19 legislators and thank you for taking the time  
20 to listen to our public comments.

21 I was going to just read my script  
22 here which I put together but I'm just going  
23 because other items have come up. My focus  
24 would be on the historical background of the  
25 acquisition and you'll see from my credentials

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2 where I'm coming from.

3 But there have been comments about  
4 why this operator versus the second ranked  
5 operator. There has been talk about  
6 oversight, and I just wanted to say that I  
7 have a copy here, and Ms. DeRiggi-Whitton was  
8 helpful back when we first bought things up,  
9 but I have something here from 2013 with  
10 standards and so forth that were developed by  
11 Suffolk County, which had great critical  
12 points for horse care, for operating a horse  
13 facility and so forth. Unfortunately, Suffolk  
14 County also lacked the appropriate oversight.

15 So, back three years ago that  
16 stable, West Hill Stable known as Sweet Hills  
17 in West Hills Park, was the site of a huge  
18 toxic dump and it took more than two years to  
19 clean it up. That was really due to lack of  
20 oversight from Suffolk County. Here we have  
21 problems at this particular venue from also  
22 lack of appropriate oversight.

23 So, one thing I want to talk about  
24 is the oversight. And oversight is only as  
25 good as who is making up that committee.

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2 While mounted police and Mr. Rogers from the  
3 SPCA are informed and good, there really needs  
4 to be somebody else. There needs to be  
5 somebody who is a boots on the ground person,  
6 at least two, perhaps from the stable  
7 facility. There needs to be probably somebody  
8 from Cornell that you have already tapped  
9 into. And there should definitely be a  
10 veterinarian.

11 When I sat in on the pet safe  
12 meetings below the county jail for major  
13 emergencies and how pets would be handled, Dr.  
14 Howard Flynn sat in on all of those and made  
15 recommendations and everyone felt pretty  
16 comfortable with what he would say.

17 So, I'm saying oversight is good.  
18 Committee members and who sits on them really  
19 puts the teeth and the knowledge into what  
20 information you're going to get. And it  
21 should happen on a pretty regular basis as  
22 well. So, I will proceed to my script.

23 So, I'm Kathleen Kleinman, past  
24 president of the Muttontown Horseman's  
25 Association. Founding board member of the

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2 Nassau Land Trust where I served for 13  
3 years. I served on the Muttontown Preserve  
4 Master Plan Committee. I have attended  
5 conferences around the country representing  
6 the Horseman's Association and the Land  
7 Trust. A long-term member of the National  
8 Kentucky-based organization Equine Land  
9 Conservation Resource.

10 I'm a practitioner of natural  
11 horsemanship myself and over the years I  
12 visited and trained at numerous horse  
13 facilities ridden trails in various US  
14 parklands and foreign countries. These  
15 experiences gave me the knowledge of different  
16 styles of horse facilities, both public and  
17 private.

18 General industry standards of  
19 horsekeeping, health care, best practices,  
20 public safety standards, disaster preparedness  
21 procedures. Environmental best practices and  
22 trends within the equine community and threats  
23 to the equine industry.

24 Nassau County has seen a decline in  
25 the number of horses living in the county due

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2 mostly to rapid land development and societal  
3 changes resulting in loss of stables and  
4 trails. The skyrocketing cost of horsekeeping  
5 in the remaining facilities over the last two  
6 decades have forced many owners to less costly  
7 areas of Suffolk County or give up their  
8 pastime entirely. Of course this leads to  
9 decreased revenue for Nassau County as well as  
10 lost jobs and opportunities for residents to  
11 enjoy a wonderful sport with a long history.

12 There was considerable excitement  
13 within the equestrian community back in 2008  
14 when the Discount family, with the help of the  
15 Nassau Land Trust, successfully navigated the  
16 environmental bond application process.

17 Old Mill was chosen to be purchased  
18 for preservation and it was publicly hailed as  
19 one of the best acquisitions of the program.

20 In the open space acquisition  
21 description of the Old Mill purchase  
22 accessible public programs, reasonable  
23 boarding costs and close proximity to the  
24 Muttontown preserve trail were listed as prime  
25 factors in its purchase.

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2 Other assets were its location as  
3 part of the New York State map of underground  
4 aquifer recharge basin and the connection to  
5 other nearby historical Quaker properties.

6 That's the rundown, but historic  
7 stable was purchased and preserved by Nassau  
8 County is wonderful but it has failed to  
9 become a magnet for seasoned horsemen and  
10 draws very few potential new equestrians.  
11 Instead of a being a valuable boost to the  
12 waning equine industry of the county, it's  
13 being operated as a virtually private high  
14 cost show barn. Taxpayer dollars were paid  
15 for the bond property that preserved the land  
16 while offering little to the public.

17 And I have to throw in that I was a  
18 boarder there and I left about five years  
19 ago.

20 I have repeatedly pointed out that  
21 the remedy for this is fairly straightforward  
22 but despite extended dialogue with county  
23 officials has yet to be properly implemented.

24 A better industry specific RFP  
25 needs to be crafted. Now we talked about the

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2       improvements to the RFP and the contract and  
3       I'll say that there have been some changes.  
4       But it may not be as good as it should be  
5       without some of the input that I mentioned.  
6       Other people will get up and address some of  
7       the other items.

8                   But during the last RFP process  
9       there was input from a couple of mounted unit  
10      members and so forth. We've spoken about  
11      that. Needs to be reformulated.

12                  I want to say that the advisory  
13      committee having people from the local horse  
14      community is not out of the question in that  
15      Grossman Farms, now Crossroads Farm, Nassau  
16      Land Trust actually put in our RFP response  
17      that we would work with the Malverne  
18      community, the farm community group that was  
19      in existence and was really interested in  
20      helping pull the farm together.

21                  And so, I don't see that there is  
22      any kind of a problem with having some kind of  
23      volunteer, couple of people to help with  
24      that.

25                  Collaboration between county

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2 officials and volunteer advisory committee  
3 members could make certain the winning bidder  
4 was concerned for animal welfare, kept  
5 reasonable boarding costs, promoted  
6 opportunities for local trainers, offered  
7 multidiscipline levels, scheduled trail rides,  
8 partnered with community groups like scouts  
9 and first responders.

10 In addition, I've spoken twice at  
11 OSPAC board meetings about the RFP contract  
12 and operational issues at NEC. Now, we keep  
13 talking about things that need to be  
14 remedied. Mr. Russo came in initially in  
15 February of 2009. We are now in April of  
16 2021. And there are so many things that we're  
17 still not in compliance. He had all that time  
18 to work on them. And my friends and I have  
19 been in contact with the county about those  
20 issues. Despite that, there's still a number  
21 of things outstanding. After Suffolk  
22 County --

23 LEGISLATOR NICOLELLO: Ms.  
24 Kleinman, I would just ask you to wrap up.  
25 It's about five minutes per speaker.

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2 MS. KLEINMAN: Thank you.

3 Why should you care? Because  
4 Nassau County can and should do better.  
5 Please revamp, reissue the RFP, make the  
6 contract something that will stick and have  
7 something in there that the operator will be  
8 supervised by an oversight committee and that  
9 it's done on a scheduled basis that is  
10 outlined. I feel like soliciting information  
11 from qualified industry professionals is key  
12 and I don't mean just the mounted police and  
13 SPCA. Thank you.

14 LEGISLATOR NICOLELLO: Thank  
15 you. Now Ms. Tabaco-Weber.

16 MS. TABACO-WEBER: Hi. Thank  
17 you. Good afternoon. Let me introduce  
18 myself. You know my name. I am the current  
19 president of the Nassau Suffolk Horseman  
20 Association. I'm the past president of the  
21 Long Island Dressage and Combine Training  
22 Association and I'm also a member of the New  
23 York State Horse Counsel. I've been a trainer  
24 for 27 years, which is a number I hate to  
25 state, here on Long Island. I have taught at

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2 many barns in Suffolk and Nassau County as the  
3 business required.

4 My question for you is, do you have  
5 any questions for me regarding how a training  
6 business is operated? Regarding how a  
7 boarding business is operated? I have been at  
8 many barns, and I can tell you the good and I  
9 can tell you the bad. We were talking about,  
10 Ms. Krieb was talking about how the horses are  
11 well cared for. The horses are well cared for  
12 at the majority -- the majority of horses at  
13 Nassau Equestrian Center are not directly  
14 under Mr. Russo's care.

15 How the operation works at many  
16 barns is a trainer rents a block of stalls,  
17 ten, 20, 30, from the owner or in this case  
18 from Mr. Russo. Then runs their business  
19 underneath. Like they run their business at  
20 Nassau Equestrian Center or another barn and  
21 that means that they hire the grooms, the  
22 people take care of the horses, clean the  
23 stalls, feed the horses, turn them out. It  
24 also means that they pay for their own hay,  
25 grain and shavings for the horses. So that

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2 the owner of the barn really has no direct  
3 need to be involved in the day-to-day care of  
4 the horses.

5 So when New York mounted, sorry,  
6 Nassau Mounted and the SPCA go in you're  
7 seeing very high-end show horses. These are  
8 like the Ferraris and Lamborghinis of the  
9 world being cared for at the highest level  
10 compared to the majority of horse owners on  
11 Long Island. The majority of horse owners on  
12 Long Island are not actually wealthy. They,  
13 like boat owners, have enough disposable cash  
14 to afford a horse but they are in no way  
15 wealthy. This horse to them is their form of  
16 recreation. It's a living, breathing member  
17 of their family like the dogs and cats in your  
18 homes.

19 Nassau Mounted, with all due  
20 respect, they have very good ideas about horse  
21 care and I agree with it. Their experience is  
22 related to how a Nassau mounted horse must be  
23 housed and trained and not directly relates to  
24 how a commercial boarding operation regarding  
25 sport horses and pleasure horses should be

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2       maintained and cared for. And there is a  
3       difference how you a treat a mounted horse and  
4       what's expected of it is certainly not what a  
5       pleasure horse would be exposed to nor a sport  
6       horse. And there are differences in how they  
7       need to be managed.

8                   To -- I'm going to say it wrong --  
9       Ms. Bynoe, to your concerns about how the  
10      horses were turned out. I agree 100 percent  
11      horses must have turn out. There's concerns  
12      about in the winter and stuff like that with  
13      ice. That's a whole different concern. But  
14      yes, the horses should have regular turnout  
15      and exercise.

16                  I would ask that you look at other  
17      successful operations both public like DDR  
18      Farms currently at West Hills Park where the  
19      dumping had taken place in Sweet Hills, was  
20      formerly Sweet Hills, and also Lloyd Harbor  
21      Equestrian Center located in Caumsett State  
22      Park. It is an RFP by the state park. You  
23      can look at both of those commercial  
24      operations and see on any given day how  
25      they're run and how open they are.

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2 You can look at private  
3 operations. In particular, although Thomas  
4 School of Horsemanship in Huntington is  
5 closing, it has been for sale, it ran  
6 successfully for 70 years. A hugely  
7 successful lesson program that I think the  
8 majority of people on Long Island are familiar  
9 with and many in this area, Nassau and western  
10 Suffolk, attended at some point. Their  
11 children attend and their grandchildren  
12 attend. That would be something you could  
13 look at why aren't there public programs.

14 Both Thomas School and DDR offered  
15 programs to Girl Scouts. As far as handicap  
16 programs at Nassau Equestrian Center, I will  
17 point out there's an excellent facility right  
18 around the corner at SUNY Old Westbury called  
19 Horseability that deals incredibly well with  
20 disabled children of every range.

21 The other question I have is, when  
22 you're discussing again Mr. Russo's repeated  
23 violations and failure to comply and certainly  
24 when you look at the proposal for this  
25 property the original vision and what has come

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2 about 12 years he's had to put forward public  
3 programs. There's no public programs. And I  
4 can tell you as president of Nassau Suffolk  
5 when I tell people oh, you know you can go  
6 ride at Nassau Equestrian Center they're like  
7 no, you can't. John never picks up the  
8 phone. I've called, I've called. I never get  
9 a call back. People are completely unaware  
10 that they have the right to bring their horses  
11 there, make an appointment, come in, use the  
12 trails, use the facilities. No idea at all.  
13 If they are, nobody knows that this is open  
14 space. Nobody knows that this is available.

15 Again, I'm urging you to look at  
16 other successful operations in the area and  
17 how they run their business and say why isn't  
18 Nassau Equestrian Center looking like that?

19 Saturday afternoon, coming to this  
20 beautiful weather, you should roll down and  
21 there should be lessons, there should be  
22 leasing, there should be all kinds of  
23 activities. And I rolled down on a beautiful  
24 spring afternoon and from the road nothing is  
25 happening.

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2 Also, the last point I want to  
3 bring up, I understand when the choosing  
4 process, the difference between the operator  
5 one John and operator two, the second proposal  
6 was they didn't pick it because they were  
7 buying and selling horses and Nassau County  
8 didn't want to be a part of that. Buying and  
9 selling horses is a standard business practice  
10 for owners to make money. It's part of the  
11 business. The boarding operation at the basic  
12 level does not bring in the revenue or it does  
13 not to the amount that buying and selling a  
14 horse does or leasing horses.

15 Mr. Russo currently offers  
16 leasing. Leasing is a huge generator.  
17 There's no difference between leasing and  
18 buying. If you have a lesson horse that's  
19 falling down the ranks and needs a lesser  
20 range of activity and you have a person in  
21 your program who would like to buy that horse  
22 you're telling me Mr. Russo wouldn't be  
23 willing to sell that horse? Buying and  
24 selling horses should not be a reason to  
25 choose one respondent over another. There's

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2 no reason that you can't buy and sell horses.  
3 People do it all the time from racetrack  
4 owners to the backyard person.

5 I appreciate your time. It's very  
6 heartening to hear that you have taken our  
7 concerns. We've been going at this for ten  
8 years. This is a valid concern. This  
9 facility should be a flagship facility.  
10 There's the New Jersey Horse Park, Bucks  
11 County Horse Park, the Kentucky Horse Park,  
12 which ran a national event just this past  
13 weekend. There's no reason that Nassau County  
14 shouldn't be having something, maybe not a  
15 national event yet, but something like that  
16 where the county can be proud to say we host  
17 Olympians that come in.

18 And when the RFP is put out it's  
19 very difficult to find that only very few  
20 people find it. I would like to be able to  
21 post it to national organizations. And  
22 wouldn't it be wonderful to have somebody  
23 who's nationally recognized come in, a  
24 nationally recognized trainer to come in and  
25 be able to operate out of that facility. To

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2 have Olympians come in. To have people who  
3 have won at the international level come in.  
4 Right now nothing like that is happening.  
5 Thank you for your time. I really appreciate  
6 it.

7 LEGISLATOR NICOLELLO: Thank you  
8 very much. Jennifer Armstrong. Sorry. Go  
9 ahead Ms. Armstrong.

10 MS. ZWERLING: I'm Robin  
11 Zwerling. I've been a rider for over 50 years  
12 and a former boarder at Old Mill for over 15  
13 years and I will not return to Old Mills. So  
14 I have no personal interest in this. I hope  
15 you indulge me because there have been a  
16 number of comments that bear on my comments  
17 this afternoon. I will try to talk fast and  
18 get it all in.

19 There is a black cloud over this  
20 facility. From early 2010, starting with a  
21 letter to Mr. Mangano and up to the present,  
22 we have alerted the county and most, if not  
23 all of you, directly to serious issues and  
24 asked for help. But we did get a lot of lip  
25 service from the county.

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2 In May 2016 this binder was  
3 submitted to the county at a meeting run by  
4 Mr. Walsh of the real estate department.  
5 Ms. Krieb was there. I believe Mr. McDermott  
6 may have been there as well. I'd have to look  
7 at the attendance.

8 And this binder documents problems  
9 that were occurring at Old Mill from the time  
10 that Mr. Russo took over until that meeting in  
11 2016. And this much of the binder, I really  
12 ask you all to look at it, this much of the  
13 documents are documented complaints,  
14 correspondence with the county, correspondence  
15 with Mr. Russo and proof of the problems at  
16 Old Mill. In here is an early fax by Mike  
17 Tilly to Mr. Russo with a two-page single  
18 space list of problems that Mr. Russo was  
19 supposed to address.

20 Number two was Mr. Russo's  
21 threatening and abusive behavior toward  
22 boarders. We never heard anything about  
23 that. Never heard that Mr. Russo addressed  
24 any of these issues.

25 After our presentations at the May

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2 2016 meeting Ms. Krieb said we heard you. Now  
3 what do you want us to do about it? That was  
4 incredible since the county should know what  
5 to do about it.

6 After that meeting we got no  
7 feedback and nothing was done that we know  
8 of. It was all the status quo. More  
9 information, more binders, more correspondence  
10 was sent to the county over the years. We  
11 pointed out specific instances of violations  
12 of the lease and also pointed out specific  
13 potential violations that the county should  
14 investigate. In fact, we provided a marked-up  
15 version of the agreement with comments under  
16 certain portions directing their attention can  
17 you look at this? Can you answer these  
18 questions? But that never happened. That was  
19 just status quo.

20 Now, at the end of this RFP  
21 process, in November 2019, at a meeting with  
22 Ms. Krieb and Mr. McDermott and others we were  
23 told that they recommended that Mr. Russo be  
24 awarded this lease again. What was more  
25 shocking was that they said that none of our

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2 prior proof of mismanagement and violations  
3 was even considered. And we all have to ask  
4 why not? And specifically this binder, the  
5 other binders were not considered. And that  
6 wasn't in the past. That has to do with his  
7 violations over the course of ten years.

8 When we pointed out at that meeting  
9 that the IG, inspector general's investigation  
10 was ongoing they seemed to act surprised and  
11 so they didn't know. Which was unbelievable.  
12 The inspector general issued a report and  
13 found violations, which she relayed to you, of  
14 the prior lease. Most of them were excused  
15 away by self-serving statements by Mr. Russo  
16 saying oh, we won't do that again and the  
17 inspector general didn't address many of the  
18 complaints.

19 I won't go through the failures  
20 that the inspector general found but, for  
21 example, the reserve fund, no matter what the  
22 excuse is, you didn't have one. He violated  
23 it.

24 Now let's look at the issue of the  
25 financial reports. In response to a FOIL in

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2 2014 the county produced only a few reports  
3 with inadequate information. At the meeting  
4 in 2016 again, the May meeting, we had raised  
5 the missing financial reports and the  
6 deficiencies in the ones produced. Ms. Krieb  
7 was emphatic that the comptroller would never  
8 allow that to happen. But it did. And  
9 contrary to that contemporaneous information,  
10 the inspector general's report says that the  
11 information statements were all on file but as  
12 Mr. Russo claims --

13 LEGISLATOR NICOLELLO: Excuse  
14 me. Mr. Pulitzer what does that mean?

15 MR. PULITZER: The five minutes  
16 are up sir.

17 LEGISLATOR NICOLELLO: Thank you  
18 sir.

19 MS. ZWERLING: Please indulge me  
20 since the county addressed many of these  
21 issues.

22 LEGISLATOR NICOLELLO: We will  
23 let you wrap up. We're not going to stop you  
24 on a dime but --

25 MS. ZWERLING: I'll speak

1 Rules - 4-26-21

2 faster. I'll try to wrap up. But please  
3 indulge me. This was a ten-year situation and  
4 I know the county was able to say many things  
5 to you. I will speak fast. Thank you.

6 LEGISLATOR NICOLELLO: No, no  
7 ma'am. Please wrap up.

8 MS. ZWERLING: I'll wrap up.  
9 Financial reports, the county says they were  
10 lost, that they couldn't be found, but then we  
11 never heard anything about them.

12 Someone who oversaw the agreement  
13 from 2010 to 2013, someone we never knew the  
14 existence of, who claims to recall financial  
15 information, who was this person? We don't  
16 know. We didn't know anything about him or  
17 her.

18 And the county accepts the  
19 financials that state that as -- they accept  
20 the financials as true. But at the same time,  
21 quote, the operator's books and records lack  
22 accuracy, closed quoted.

23 Let's just talk quickly about the  
24 prevailing rate. I am wrapping up. The  
25 prevailing rate. We asked in writing were

1 Rules - 4-26-21

2 prevailing rates paid? What were the  
3 prevailing rates for constructing the upper  
4 part of the indoor ring? Because the grooms,  
5 who shovel manure and take the horses in and  
6 out of their stalls, constructed the top part  
7 of that indoor ring. Were they supposed to be  
8 paid minimum wage? Were they supposed to be  
9 paid rates for construction? Were they even  
10 allowed to do this? This was never answered  
11 by anyone at the county.

12 Did the inspector general look at  
13 any of the payment records for these people?  
14 Were there checks? Were the taxes paid? Were  
15 they paid in cash? Did you look to see what  
16 they were paid? Were they paid minimum wage?

17 The inspector general spoke with  
18 Mr. Russo and a few others, but at no time did  
19 the inspector general ask any of us questions  
20 about our firsthand experience at Old Mill.  
21 Those who had submitted all of this proof and  
22 more.

23 In response to the IG report, we  
24 submitted, one of us submitted FOILs, that I  
25 would also like to have put into the record,

1 Rules - 4-26-21  
2 which asked for specific backup for the IG  
3 report. I have also three emails with me that  
4 I sent to each legislator and other officials  
5 at the county that I would also like to be put  
6 into the record.

7 Now, astonishingly, the RFP review  
8 committee has recommended to you to award  
9 again the lease to Mr. Russo. And I have to  
10 ask you which one of you would sign an  
11 agreement --

12 LEGISLATOR NICOLELLO: Okay.  
13 Thank you very much.

14 MS. ZWERLING: -- with someone  
15 who has violated a prior agreement for ten  
16 years?

17 LEGISLATOR NICOLELLO: Ms.  
18 Zwerling, we appreciate your comments. We  
19 gave you time to wrap up. Now, let's hear  
20 from some of the other public. Thank you.

21 Jennifer Armstrong. Before you  
22 start, we had extended the time from three  
23 minutes to five minutes to give additional  
24 time.

25 MS. PEIFFER: I don't think I'll

1 Rules - 4-26-21

2 take that much time.

3 LEGISLATOR NICOLELLO: As I said,  
4 we're not making anyone stop on the dime.  
5 Just when they go over just ask them to  
6 summarize their comments have some.

7 MS. PEIFFER: I'm Jacqueline  
8 Peiffer, and I submitted this last night about  
9 the revenue and I wanted you to have the  
10 numbers ahead of time so that you could really  
11 walk through this.

12 My name is Jacqueline Peiffer. I'm  
13 a longtime resident of Nassau County. A  
14 former boarder for 25 years at Old Mill until  
15 I was evicted for speaking to the county and  
16 of course the county didn't back me up. So, I  
17 have been riding, training and showing horses  
18 for over 50 years and managed a farm myself  
19 for five years.

20 As you have heard, there are many  
21 reasons why Nassau County should consider  
22 issuing a new RFP, and I am going to try to  
23 quickly walk you through the revenue sharing  
24 portion. This is a ten-year lease with a  
25 five-year option. There are approximately 60

1                   Rules - 4-26-21  
2     existing stalls and number of temporary stalls  
3     which are not mentioned anywhere that are not  
4     included in any calculations. Some barns put  
5     up temporary stalls from spring till fall.  
6     They rent them out to trainers. New York is a  
7     good central location for the showing season.  
8     You can show all over the northeast and end up  
9     out at the Hamptons.

10                   So, some barns put up these  
11     temporary stalls but you don't know about  
12     that. He has temporary stalls there now and  
13     what he's doing with them I don't know.

14                   The numbers, as you can see, are on  
15     page five and six. So, between the second and  
16     eighth year Mr. Russo is giving the county  
17     \$80,750 per year. 60 stalls at his basic  
18     board rate of 1160. Which somebody told me  
19     has now gone to \$1,200. That \$69,600 a month  
20     in gross revenue times 12 months is \$835,200.  
21     So, he is offering you a little less, about  
22     9.5 percent of those figures.

23                   What he is not including in here is  
24     the new 25 stall barn. The new 25 stall barn  
25     without question will be a full board barn.

1                   Rules - 4-26-21  
2     Right now these trainers are getting these  
3     extras. But, unfortunately, two people  
4     couldn't be here to tell that you it is the  
5     barn that gets the extras. It's not  
6     trainers. Chris does not go and groom her  
7     clients' horses and give them baths before she  
8     gives them a lesson. She gives them a  
9     lesson. The barn gets paid to perhaps saddle  
10    up the horse, give it a bath, clean it up  
11    etcetera. But he's not talking about that.  
12    But I'm telling you that this new barn will be  
13    \$2,400 a month. That will be \$60,000 a month  
14    gross revenue times 12 months will be an  
15    additional \$720,000 that he is not speaking  
16    about.

17                   In the contract the cost of the  
18    barn he is allocated at \$125,000. So you can  
19    see that at \$720,000 a year that barn can be  
20    paid off pretty quickly. This gives you a  
21    gross revenue of a \$1,555,200 yearly which now  
22    becomes five percent. He is now actually  
23    giving you five percent of gross revenue not  
24    the 9.5 percent that he talked about.

25                   What is missing here too is the

1 Rules - 4-26-21  
2 loss revenue of lessons. The North Shore  
3 Equestrian Center at CW Post, a friend of mine  
4 told me they do approximately 100 lessons a  
5 week. I used the figure of \$60 which is the  
6 lowest of Mr. Russo's lessons. Group lesson  
7 is \$60. Semiprivate, private more expensive.  
8 But I used the least amount.

9 So, 100 lessons a week at \$60 is  
10 \$6,000. I said 40 weeks taking off for  
11 weather or holidays or whatever. But it's  
12 perhaps \$240,000 a year in revenue you're not  
13 entitled to.

14 Gold Coast leases him -- Lisa  
15 Zimmerman was supposed to be here and had  
16 something happen -- she told that she does  
17 about 160 lessons a week at Gold Coast. At  
18 \$60 that's \$9,600 a week. Again, \$384,000 a  
19 year you're not in that.

20 Nassau County does maybe a handful  
21 of lessons a week because they don't answer  
22 the phone, they don't return phone calls and  
23 they don't want to be giving lessons because  
24 their private boarders want a nice, quiet  
25 facility for themselves and their horses. So

1                   Rules - 4-26-21  
2    you are losing all of the special programs.  
3    He's had ten years to develop programs. We  
4    would have loved to have clinics. We would  
5    have loved to have Olympic riders come in and  
6    do demonstrations and talk to us. Which other  
7    barns all over Nassau, Suffolk County do  
8    things like that. He's had ten years to  
9    develop that. Zippo.

10                   So, one thing that people haven't  
11   spoken to a whole lot about here today is the  
12   RFP. I just want to go through that quickly.  
13   When you were asking these proposers to make a  
14   recommendation to share revenue with the  
15   county you failed to mention in the RFP that  
16   the indoor ring was staying. In fact, the day  
17   of the walk-through, also Nancy Henderson is  
18   out of state, she was one of the proposers,  
19   she was told specifically, she turned to one  
20   of the county employees and said can I build  
21   additional stalls? She was told explicitly  
22   you may not build additional stalls. Don't  
23   even think about it.

24                   She said Jackie, I put 40 stalls in  
25   the proposal anyway. Mr. Russo put in 25.

1 Rules - 4-26-21

2 She said if I'd known I could put in 25 you  
3 think I would have put in 25? I didn't know.  
4 Nobody spoke to her. It says in the RFP that  
5 you're supposed to be notified if there are  
6 any changes to the RFP. She was never  
7 notified.

8 So, not only did they not know  
9 about the indoor ring was staying, which is  
10 year-round revenue, they didn't know any  
11 number of stalls. People just put in that  
12 number because they just put it in and took a  
13 shot at it. But they did not know. Is the  
14 number 25? Is the number 50? What if  
15 somebody wanted to proposed 50 stalls? Would  
16 you accept that? Nobody knew what to put in.  
17 So how do you calculate your revenue when you  
18 don't know what is allowed?

19 This RFP was biased to begin with,  
20 and that's why we are asking you please to  
21 rewrite a new RFP. It would only take 60  
22 days. Rewrite the RFP. Put all the  
23 information in. You've got 30 days to do  
24 another walk-through.

25 Oh, Nassau County never interviewed

1 Rules - 4-26-21

2 anybody. They made assumptions about buying  
3 and selling horses. Everybody buys and sells  
4 horses. They made assumptions without once  
5 speaking to any one of the proposers about  
6 what was their vision for Nassau County. What  
7 is it that they would do differently. Okay?  
8 One of the proposers is famous for having  
9 programs every single week at his barn. You  
10 never spoke to anybody.

11 So we're asking you, bottom line is  
12 we're asking you to please take 90 days. Give  
13 everybody all the information and let's really  
14 get an honest proposal on the table.

15 And when you have the review  
16 committee, please not just Nassau County  
17 employees and mounted police that only know  
18 how to do mounted police. Let's have somebody  
19 from the equestrian community. We can offer  
20 you veterinarians. We can offer you people  
21 like Christina and Kathleen. We have all  
22 kinds of people that can give you an  
23 informed -- help to educate you as to what is  
24 needed in a public stable. Okay? That's  
25 bottom line. That's what we are asking for.

1 Rules - 4-26-21

2 Tell me please, how come we filed  
3 two different FOILs in 2013 and 2016 and in  
4 all that time they came up with five pieces of  
5 financial information. Couldn't find  
6 anything. Showed me the box. Sorry, not  
7 here. But mysteriously he was allowed to  
8 recreate all of his missing financials.

9 LEGISLATOR NICOLELLO: Thank  
10 you. Next speaker.

11 MS. ARMSTRONG: I am Jennifer  
12 Armstrong. I'm not a professional  
13 equestrian. I am a resident of Nassau  
14 County. I live in Manhasset today. I was  
15 born and raised in Nassau and I have been at  
16 Old Mill Farms since I was 12. I've ridden  
17 there all during high school. I left for  
18 college. I came back to riding. I've been at  
19 Brookville Farms. I was at Jericho Stalls.  
20 In the last ten years I was at Old Mill Farms  
21 again until the last three years.

22 Everybody here has acknowledged  
23 some of the things that have gone wrong with  
24 this RFP and so forth. But what's really  
25 troubling and why I'm here and I can tell you

1 Rules - 4-26-21

2 I have been there. I have watched some  
3 programs. There were summer camps years ago.  
4 There are no summer camps. There are no  
5 ponies for anybody to ride. I have had  
6 friends try to call and get lessons for kids.  
7 There's only one trainer there. She belongs  
8 to Somerset and she trains her students and  
9 they all ride under her. That's the way this  
10 barn is managed.

11 It looks beautiful because the  
12 grooms and the people who work on those horses  
13 work for Somerset, not for the county and not  
14 for John Russo.

15 Why hasn't the public had full use  
16 of this property? Especially the residents of  
17 Nassau County? After all the material that  
18 has been submitted it is clear that the  
19 residents over the years and the mishandled  
20 financials have had no effect on the committee  
21 that has brought this RFP forward.

22 The effect of the current  
23 management, most of the property and the  
24 stalls today are leased to Somerset. They  
25 might pay John Russo for the stall. They

1 Rules - 4-26-21  
2 charge an extra \$1,000 for what we call  
3 all-out boarding. They get the stall. They  
4 pay John Russo for the stall and their grooms  
5 do full boarding. They wash the horses. They  
6 tack them up. They get them ready for lessons  
7 and they take care of them. We go there and  
8 lease the same stall. We take care of our own  
9 horses and we'd like to take lessons from  
10 other trainers but there are no trainers  
11 because they were kicked out when Somerset  
12 came to Nassau County.

13 Somerset used to ride over at Old  
14 Westbury all the time and her sister rides up  
15 at Half Moon. So I don't know why she left  
16 Old Westbury but they came to John Russo.  
17 Those horses are handled by Somerset and it  
18 essentially cuts off all the use of the  
19 property to the general public. We are not  
20 allowed to use that indoor. We waited for it  
21 to be built. We watched it being built and  
22 after she came we couldn't use it until three  
23 o'clock in the afternoon.

24 The county needs to take some  
25 accountability for this. You have some

1                   Rules - 4-26-21  
2   responsibility for letting these violations  
3   continue and be mishandled. And clearly, it  
4   was not the intention under why the property  
5   was being bought for that the county has the  
6   responsibility to insure the safety and the  
7   access for the general public.

8                   John Russo has cut this property  
9   off to the public and the ability for it to  
10   offer horsemanship and leadership skills to  
11   this all socioeconomic groups of Nassau County  
12   and the surrounding area.

13                  My horse was injured when I was out  
14   of town and he had to be stall bound for six  
15   months. I couldn't move him out of NEC  
16   because it was the middle of January. So NEC,  
17   after six months, was unable to assist with  
18   any rehab. I paid Somerset for one month to  
19   walk him five minutes in the morning and five  
20   minutes at night. It was never done. I left  
21   under the advice of the Ruffian Equestrian  
22   Center that the horse should be removed. I  
23   never thought that I couldn't come back. I  
24   was gone for seven months. I never was asked  
25   to reserve my stall or where the horse was

1 Rules - 4-26-21

2 going.

3 Upon my return, upon the horse's  
4 return, of March of 2018 I tried to contact  
5 John Russo by phone, by text. I went up there  
6 in person. He was never around. I have my  
7 phone. You can give it to the FBI. You can  
8 see every text that I wrote to him. I said  
9 give me an answer. I never got an answer from  
10 him.

11 Since I couldn't contact Mr. Russo,  
12 I contacted my congressman, Tom Suozzi. I  
13 said you go ask Mr. Russo if I can come back  
14 since you bought the property for Nassau  
15 County. He did. He came back and he told me  
16 the derogatory statements that Mr. Russo had  
17 to say. They were offensive. I wonder why --  
18 I see my time is up. You would have no idea  
19 if this man would ever say anything if I  
20 wasn't a woman.

21 What's more concerning to me is  
22 when I explain my grievances to the investor  
23 general Dan Schlayer he clearly ignored  
24 Mr. Russo's comments to me by stating we know  
25 that John Russo has no people skills. So I

1 Rules - 4-26-21  
2 ask you, how does it happen that you see  
3 someone who hasn't lived up to his current  
4 contract, he has no people skills and that you  
5 want to give back this RFP and give him  
6 another contract?

7 What we are asking for today again,  
8 I'm the fifth person to say it, with all the  
9 other excuses of COVID and everything else and  
10 it's taking you two years to give him another  
11 contract why you don't reissue an RFP under  
12 the conditions of what needs to be done to  
13 this property for the use of the public?  
14 Thank you for your time.

15 LEGISLATOR NICOLELLO: Thank  
16 you.

17 MS. ARMSTRONG: I'd also like to  
18 submit to you a 17-page contract which you get  
19 from the Lloyd Harbor Equestrian Center which  
20 tells you exactly everything that you pay for  
21 and who gets it and who it will be done by.

22 LEGISLATOR NICOLELLO: Thank  
23 you. Don Giorgio.

24 MR. GIORGIO: Good afternoon  
25 everybody. I won't take too long because I'm

1                   Rules - 4-26-21  
2     sure you all want to go home. It's the end of  
3     the day. I'm going to start also saying with  
4     my conclusion that it's essential that Nassau  
5     County allow a new RFP take place that's  
6     accurate, that has all the bases covered and  
7     is very explanatory as far as what to do.

8                   Let me state first that I'm a  
9     Nassau County resident since 1967. I'm a  
10    rider for over 40 plus years in the equestrian  
11    community. Just to give you a little bit more  
12    background about me. I ride as an amateur  
13    competitively and I'm ranked number eight in  
14    the country as an amateur. So, I do come with  
15    experience. That would be nice if somebody  
16    asked me my experience with regard to an  
17    equestrian center and how it should be run.  
18    Because I did run an equestrian center,  
19    Calumet Equestrian Center itself, 13 years a  
20    60 acre facility that did service physically  
21    challenged people. That did service seniors.  
22    That did service veterans. Not just lip  
23    service like you've been given.

24                  For me, I also own three horses at  
25    the same time. Which is why I work full time

1 Rules - 4-26-21

2 because I got to pay for them. I'm not a  
3 professional.

4 Old Mill is a magnificent property  
5 in a magnificent location that would allow  
6 access to so many people, so many programs and  
7 so much opportunity for the county to have a  
8 jewel of an equestrian property. It's not  
9 right now.

10 You have instead 12 years of  
11 failure. Twelve years of not meeting the  
12 potential of what if could be. That's sad.  
13 It's underexecuted as a property and  
14 underutilized as a property. I tried myself  
15 to call and ask for a stall. The cell phone I  
16 suspect that is -- I'm sorry -- the phone  
17 number that is there I suspect is a cell phone  
18 number that belongs directly to the vendor. I  
19 don't believe there's any official landline  
20 for somebody to call. I do have friends that  
21 have called and crying about lessons and, as  
22 the others have said, there's never a phone  
23 call back.

24 So, from a perspective of public  
25 access let me say what it should be, what it

1                   Rules - 4-26-21  
2     can be. But you can't know what you don't  
3     know. You can't know what you're missing  
4     unless you've been informed. I respect the  
5     mounted police. I respect the SPCA. I  
6     respect the Parks Department but they don't  
7     know a commercial boarding facility. They  
8     don't know a performance horse. A horse that  
9     goes out and competes. They don't know  
10    lessons programs. So how can be they be the  
11    arbiter as well of what they don't know? It's  
12    impossible.

13                   So, what is missing? What's  
14    missing is public access. Where I board,  
15    Lloyd Harbor Equestrian Center, which is 25  
16    miles from my house, because there's nothing  
17    in Nassau County and believe me I would love  
18    to be in Nassau County, 25 miles from my  
19    horse, is a large sign that you can't miss,  
20    you can hit your car with it and you still  
21    wouldn't damage the sign, that says it's  
22    public property. It's very clear that it's  
23    there. So, there's a sign missing.

24                   You need programs for physically  
25    challenged, mentally challenged. You need

1 Rules - 4-26-21  
2 clinics that teach riding, that educate people  
3 in riding because there's no new riders coming  
4 into the environmental. Without new riders  
5 the property will ultimately fail. We're not  
6 fostering new riders. You need school horses  
7 that allow you to do that program. And most  
8 importantly, you need a safe environment.

9 To mention what one of your  
10 concerns are, I belong to United States  
11 Equestrian Federation as does every serious  
12 rider. Under the United States Equestrian  
13 Federation you must take safe sport courses  
14 that deal specifically with children and their  
15 safety. And if you fail the course you cannot  
16 compete. And you take the course every year.  
17 I would love to see that these people at Old  
18 Mill take the course like every registered  
19 United States Equestrian Federation member  
20 does. But they're not members. It's a  
21 private facility relegated to 40 people, 50  
22 people when this facility should be servicing  
23 hundreds of people a month. Thousands of  
24 people a year. That's not what happening.  
25 It's underutilized and underexecuted.

1 Rules - 4-26-21

2 So, in going there, you guys don't  
3 have a clear vision of what can be. You need  
4 assistance. You need advice. You need  
5 guidance to know what you don't know so that  
6 people that are well intentioned, like the  
7 mounted police and the parks department, don't  
8 lead this property down a path historically of  
9 underutilized and underexecuted. And we don't  
10 find ourselves waiting year and a half for a  
11 facility to be improved to what it should be.

12 And having other people mask as  
13 vendors for the property is something the  
14 county should be aware of. Because it did  
15 come out in the Office of the Inspector  
16 General's rules there was another facility  
17 being paid along with John Russo and that did  
18 get rectified. So, it's like your hand got  
19 shown after the fact and you changed your hand  
20 to make it look better.

21 I know you are all smarter than  
22 that. I know you all want this to be a jewel  
23 of a property. I would love to be there as a  
24 Nassau County resident but unfortunately I  
25 can't be because I don't get phone calls

1 Rules - 4-26-21  
2 back. And it's not a facility, from what I  
3 have heard, that I would want to board at. So  
4 I don't care who runs the facility. I really  
5 don't. It's not my bias interest. What I  
6 want to see is the county have a vision plan  
7 like a Robert Moses and know exactly what it  
8 can be and what it should be. A safe  
9 environment for children, a great environment  
10 for the equestrian community and a jewel for  
11 Nassau County to celebrate to the equestrian  
12 community and all the residents of Nassau. So  
13 I thank you for your time.

14 LEGISLATOR NICOLELLO: Thank you  
15 sir. I have some questions. Commissioner  
16 Krieb.

17 Thank you very much we appreciate  
18 it.

19 Or Victoria. Was there anyone from  
20 the equestrian community as part of the  
21 committee that looked at this?

22 MS. KRIEB: No. Just what  
23 Victoria advised you. There were members of  
24 the parks department, two from the mounted  
25 police and one from the SPCA. But all the

1                   Rules - 4-26-21  
2    information that had been gathered during our  
3    discussions has been taken into account and  
4    the RFP process as well as incorporated into  
5    the new contract.

6                   LEGISLATOR NICOLELLO:     It does  
7    sound as if Mr. Russo deliberately wanted to  
8    exclude programing from what he was doing.  
9    People repeatedly said he didn't answer his  
10   phones.  The IG's report has substantiated  
11   there was no programing.  This is a public  
12   facility.  Shouldn't programing, or as  
13   Mr. Giorgio mentioned, lessons be front and  
14   center of a public property?

15                  MS. KRIEB:     Yes.  As we mentioned  
16   before, that is the responsibility to provide  
17   that service.  That's one of his many  
18   services.

19                  LEGISLATOR NICOLELLO:     Right.  
20   It's one of many services but again it's a  
21   public property.  So that has to be one of the  
22   prime services.  It's troubling that that's  
23   his history.  It's troubling that if we go  
24   forward with this contract for the next ten  
25   years he's going to relapse into what he was

1 Rules - 4-26-21  
2 doing before. If he's making more money with  
3 his business operation without bringing  
4 members of the public in, without bringing in  
5 programs for the disabled, without doing  
6 lessons, he's going to go back to doing that.

7 MS. KRIEB: But the oversight  
8 committee did not exist. He was pretty much  
9 on his own out there. With the oversight  
10 committee, and again, it's not limited to the  
11 members that are mentioned, other members of  
12 the equestrian community can be included or  
13 will be included. That's not a closed door on  
14 the number of people that can sit on the  
15 committee. So, with some oversight I believe  
16 his arm will be forced to provide those  
17 services.

18 And the other thing I wanted to  
19 bring up is the funding that was brought up  
20 before his minimum is what's stated in the  
21 contract. But nine and a half percent of  
22 gross is what he's going to provide to the  
23 county. So any program or aspect of  
24 programing that he brings, including the  
25 additional structure, we're entitled to nine

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2 and a half percent of gross not the number  
3 that's in the contract. That's a minimal that  
4 he would have to give us.

5 LEGISLATOR NICOLELLO: In terms  
6 of the bidding of the contract did the bidders  
7 know the numbers of stalls that were  
8 available?

9 MS. KRIEB: Yes. There was an  
10 amendment. There was a question and answer  
11 time when they could do a walk through and  
12 there was an amendment provided, and Tori can  
13 attest to that, that included the -- correct?  
14 I think the amendment clarified that,  
15 correct?

16 MS. KASO: Yes. Off the top of  
17 my head I do believe that the amendment that  
18 was issued after the walk-through where any  
19 verbal questions may have been erroneously  
20 answered would have been clarified in the  
21 amendment.

22 MS. KRIEB: That clarification is  
23 included in the IG's report that the amendment  
24 was issued and clarification was given.

25 LEGISLATOR NICOLELLO: Do you

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2 want to speak to that Jodi?

3 MS. FRANZESE: Those issues are  
4 clarified in the report. There was an  
5 addendum. There was an allegation that the  
6 RFP didn't have the number of existing  
7 stalls. It was a vague RFP. We did find that  
8 the number of existing stalls was included in  
9 the addendum. And the one vendor who didn't  
10 actually receive the addendum indicated to the  
11 IG's office that they counted the stalls at  
12 the walk-through so they knew how many stalls  
13 were there, if that helps at all.

14 LEGISLATOR NICOLELLO: What would  
15 the timeline for a rebidding of this?

16 MS. KASO: Well, I believe the  
17 official recommendation in our procurement  
18 policy is 18 month lead time for a new  
19 contract to start the RFP process and get it  
20 finalized.

21 LEGISLATOR NICOLELLO: The  
22 recommendation is 18 months?

23 MS. KASO: To get the process  
24 started. Obviously this would be a little bit  
25 shorter because we have a little bit of the

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2 preparation done. But, I personally, unless  
3 this was literally the only thing I focused on  
4 for the next two months, two months is a very,  
5 very -- we have to submit our contracts for  
6 your review with a decent amount of lead time.

7 LEGISLATOR NICOLELLO: One of the  
8 things that was indicated was there was a  
9 boarder who complained or sought to complain  
10 or did complain to the county was then  
11 evicted. Did that ever come to the attention  
12 of the county? Obviously there were issues.  
13 But was somebody evicted because they  
14 complained to the county as far as you know?

15 MS. KRIEB: No. Not that I know  
16 of. I know that Mr. Russo asked some of his  
17 tenants as they are attesting to were asked to  
18 leave the facility. But no, we weren't aware  
19 of that. That was part of his business  
20 practice.

21 LEGISLATOR NICOLELLO: Anyone  
22 have any follow-up questions?

23 MS. TABACO-WEBER: One thing I  
24 failed to mention and should bring to your  
25 attention that Mr. Russo ran the Lloyd Harbor

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2 Equestrian Center, it wasn't called that, up  
3 at Caumsett State Park, that's a state RFP, he  
4 ran that and was denied when he bid in again.  
5 He also ran the park facility in Suffolk  
6 County Park now known as DDR Farms and before  
7 that it was Sweet Hills. He ran that as well  
8 and rebid and was denied. I would ask you to  
9 consider why if he was so great at what he did  
10 he was denied?

11 I can also say I was at this  
12 walk-through for the county for this last bid  
13 and I was there when they told them you are  
14 not allowed to go in the indoor arena. That  
15 was said. The indoor arena is not staying.

16 There's two residences on the  
17 property. One is a mobile home and one is I  
18 guess a cottage you can call it. The  
19 prospective bidders were not allowed to go  
20 into either one of those to look to see the  
21 condition of them and would it be suitable for  
22 housing for staff.

23 The walk-through was completely  
24 rushed and we were urged quickly go from place  
25 to place to place. If you're spending a

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2 quarter of a million or half a million dollars  
3 and ten years of your time -- and by the way,  
4 if you're bringing 40 horses from a facility  
5 that's a major undertaking that you have to  
6 consider. You want to go to the walk-through,  
7 you want to see the condition of the stables.  
8 Does this need repair? Do I need to do that?  
9 No. No. Quickly. That's how it was  
10 conducted.

11 When we say the walk-through was  
12 rushed and the respondents were swinging to  
13 get this place and Mr. Russo was still  
14 allowed. Again, please, we're begging you  
15 reissue the RFP. It should not take 18  
16 months. Most of the work has already been  
17 done. Thank you for your time.

18 LEGISLATOR NICOLELLO:  
19 Commissioner or Victoria, did anyone check his  
20 prior history out, Mr. Russo? Obviously he  
21 has a history of operating facilities and then  
22 not being brought back. It's really  
23 troubling.

24 MS. KRIEB: I'm not sure. I  
25 imagine that Caumsett had a bidding process

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2 like we do. He could have lost the bid. I  
3 have no idea why he didn't return. He also  
4 has a brother I think that's in the business.  
5 Again, I don't know the details. But it was a  
6 bidding process I'm sure that the state had at  
7 Caumsett.

8 LEGISLATOR NICOLELLO: Legislator  
9 Bynoe and Schaefer have questions.

10 LEGISLATOR BYNOE: Thank you  
11 Presiding Officer. Commissioner, the  
12 questions are going to be for you. You stated  
13 that you didn't know about anyone being  
14 evicted from Old Mills or NEC for having  
15 spoken to the county. You didn't know of any  
16 retaliatory behavior by Mr. Russo. But you  
17 said --

18 MS. KRIEB: The information that  
19 we had and the tenants being asked to leave  
20 came through conversation with the tenants  
21 when they met with real estate and parks.  
22 During our own conversations I wasn't aware of  
23 any kind of retaliation.

24 LEGISLATOR BYNOE: But then you  
25 stated that it was his business practice.

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2 MS. KRIEB: He's running a  
3 business. So it's his own preference if he's  
4 asking people to stay or leave. We weren't  
5 involved in any of that. The county wasn't  
6 involved in the daily operation of his  
7 business. So for whatever reason if people  
8 left or new tenants come or they stay we're  
9 not involved in that aspect.

10 LEGISLATOR BYNOE: Of a public  
11 facility they're being asked to leave because  
12 it could appear retaliatory.

13 MS. KRIEB: We weren't aware of  
14 any of that being retaliatory. From what I  
15 hear from other people, and again, it's sort  
16 of rumored, it was relationships, business  
17 relationships that didn't work.

18 LEGISLATOR BYNOE: Does the  
19 contract have anything in there that protects  
20 whistleblowers or individuals with  
21 retaliatory --

22 MS. KRIEB: I must refer to  
23 Dennis for a second.

24 LEGISLATOR BYNOE: I think that's  
25 important.

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2 MR. MCDERMOTT: I'm sorry  
3 legislator. There is language having to do  
4 with the advisory committee that if anyone has  
5 any complaint they bring it to the advisory  
6 committee who can review it, interview  
7 witnesses, conduct a hearing and make a  
8 determination that the operator is required to  
9 follow. So, if someone was evicted, and  
10 again, without knowing what his permit is, his  
11 permit may say I can evict you for any reason  
12 for 30 days much the county permit has --

13 LEGISLATOR BYNOE: We should have  
14 some protections for whistleblowers.

15 MR. MCDERMOTT: I'm not arguing  
16 that. But if there is a complaint under the  
17 new agreement, if it's not resolved I believe  
18 it's either within seven or 14 days, it will  
19 go to the advisory committee who will take the  
20 complaint, do some research, speak with  
21 outside people if they need be like Cornell  
22 and they'll make a decision that will be  
23 binding on the operator.

24 LEGISLATOR BYNOE: Again,  
25 whistleblower clause needs to be in there. I

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2 just want to address one other thing.

3 Commissioner, you mentioned and you stated the  
4 horses were treated well and the care of the  
5 animals --

6 MS. KRIEB: Again, I only know  
7 that because we had the experts there. I'm a  
8 dog person.

9 LEGISLATOR BYNOE: Then you  
10 mentioned that all these other issues are  
11 incidental and I actually disagree with that.

12 MS. KRIEB: I didn't say they  
13 were incidental. I said that there as  
14 important and they're not incidental.

15 LEGISLATOR BYNOE: I think folks  
16 not being fingerprinted and knowing that it  
17 was required and exposing young people to  
18 individuals without any vetting I think is --

19 MS. KRIEB: His staff that worked  
20 around minors should have been fingerprinted.

21 LEGISLATOR BYNOE: I think that's  
22 a deal breaker for me, that's the deal  
23 breaker, along with some of the other issues  
24 that have been raised today. I'm really  
25 concerned about that. That's a serious

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2 violation, and I think that we talked about  
3 safe horse course and some other stuff that  
4 should be in play. I can't support this. I  
5 can't support this, this item.

6 LEGISLATOR NICOLELLO: Thank  
7 you. Legislator Schaefer.

8 LEGISLATOR SCHAEFER: Thank you.  
9 I don't know if you would know this  
10 Commissioner Krieb. I thought I had heard  
11 Mr. Russo had also had another stable  
12 somewhere in Babylon. I don't know if  
13 anybody's familiar with that.

14 MS. ARMSTRONG: Mr. Russo does  
15 own Babylon Stables. His family owns it and  
16 his brother runs it now.

17 LEGISLATOR SCHAEFER: How long  
18 has that been for, do you know? Have they  
19 owned it for?

20 MS. ARMSTRONG: They've owned it  
21 for a very long time.

22 LEGISLATOR SCHAEFER: I don't  
23 know if Commissioner Krieb would know or if  
24 actually one of the woman here would know how  
25 many school horses they have there?

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2 MS. ARMSTRONG: I was probably  
3 the last person there boarding. They don't  
4 have any school horses. He might have two.  
5 He has two boarders there whose father was in  
6 horsemanship for a very long time who also  
7 gives lessons every once in a while. They're  
8 both very ill now but the two horses are still  
9 up there and he uses them sometimes in the  
10 summer program.

11 The majority of the boarders belong  
12 to Somerset. There are no -- you don't have  
13 to worry about the lessons and the kids  
14 because there are no lessons. There's only  
15 one trainer up there. I was there. I had one  
16 trainer who left. I had Chris who was thrown  
17 out. And he said to me you can have Holiday  
18 as your trainer. Her and Lisa run Somerset.  
19 I said okay. I was paying \$75 for a lesson.  
20 I lesson. I go to some shows and I trail  
21 ride. That's what I like to do for enjoyment  
22 when I'm not working on Wall Street.

23 The fact of the matter is, I got a  
24 discount from Holiday to have a \$90 lesson  
25 from her. She was always busy because she had

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2 her kids. I understand these kids want to  
3 get, you know, into college and ride their  
4 horses. She does the buying and selling not  
5 Mr. Russo. She gets horses. She leases them  
6 out to clients.

7 You know how kids ride. They buy  
8 all this stuff and they quit. Then somebody  
9 else they want a bigger horse. They buy and  
10 sell horses. That's what trainers do. That's  
11 what Somerset does on this property. The  
12 majority of those stalls belong to Somerset.

13 There are some boarders that are  
14 left there. The Fallons are still there.  
15 Michael and his wife are still there I know  
16 and he has a few. He has sometimes a  
17 different trainer come in and it depends on  
18 who he likes. That's how he runs his barn  
19 today.

20 LEGISLATOR SCHAEFER: Does anyone  
21 know how many employees are there?  
22 Commissioner would you know?

23 MS. ARMSTRONG: He only had two  
24 grooms there that worked. When I was there he  
25 had two grooms that worked for him. Those are

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2 the two grooms that put up the indoor.

3 LEGISLATOR SCHAEFER: How many  
4 horses would they be responsible for taking  
5 care of in stalls?

6 MS. ARMSTRONG: They might have  
7 five or six or seven. It depends on how many  
8 horses he had. But Somerset pays four or five  
9 grooms to take care of all their horses.

10 LEGISLATOR SCHAEFER: Thank you.

11 MR. MCDERMOTT: Legislator, just  
12 to make one quick clarification about the  
13 trainers. The new agreement states that the  
14 operator has to make reasonable time available  
15 at their premises to any certified instructor  
16 based in Nassau County so that the instructor  
17 may give lessons to their clients who are  
18 boarders at the premises. And he can't charge  
19 more for those outside license than he does  
20 for his own.

21 So if any of these women do end up  
22 boarding there and they have an outside  
23 trainer they can bring the trainer on.

24 MS. HORST: I'm sorry Legislator  
25 Schaefer, I don't mean to interrupt your

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2 questioning, but Presiding Officer, in light  
3 of all of the debate today and all of the  
4 questions the administration is asking that  
5 this not be called or moved forward so we can  
6 get all the questions answered and get back to  
7 you at a later date.

8 LEGISLATOR NICOLELLO: Thank you  
9 and that's exactly what we were going to do.  
10 Ma'am, I think we've had enough for today.  
11 Ma'am no. We're going to move to table the  
12 item. That's what you want, right? Sometimes  
13 it's better not to have additional comments  
14 because you're getting what you want at this  
15 point.

16 Motion to table by Legislator  
17 Schaefer. Seconded by Legislator Bynoe. All  
18 in favor of tabling signify by saying aye.  
19 Those opposed? Thank you. Carries  
20 unanimously. The item is tabled.

21 Thank you all for your patience in  
22 waiting all afternoon. Jodi, thank you very  
23 much.

24 A-32, 2021 is a resolution  
25 authorizing the commissioner of shared

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2 services to award and execute a purchase order  
3 between the county of Nassau acting on behalf  
4 of the Nassau County Police Department and  
5 Video Hi-Tech Equipment Corp. d/b/a Adwar  
6 Video.

7 Moved by Legislator Rhoads.  
8 Seconded by Legislator DeRiggi-Whitton. That  
9 item is before us.

10 Thank you Inspector Field for your  
11 patience.

12 MR. FIELD: Thank you for hearing  
13 this today. Deputy Inspector William Field,  
14 police department.

15 Item A-32-21 is a purchase order  
16 between the county and Video Hi-Tech  
17 Corporation doing business as Adwar Video.  
18 They are going to assist us in installing and  
19 furnishing the Nassau County Police  
20 Department's training center and new police  
21 academy. The installation includes projector,  
22 projector screens, audio speakers, cabling and  
23 other electronics.

24 There were four bids received. The  
25 vendor with the lowest bid was disqualified.

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2 The maximum amount authorized under this  
3 purchase order is \$1,706,985.67. It is  
4 capital and grant funded. That's it.

5 LEGISLATOR NICOLELLO: Any  
6 questions? I think we're good. Appreciate  
7 it. Again, thanks for your patience hanging  
8 out all day.

9 MR. FIELD: Thank you very much.

10 LEGISLATOR NICOLELLO: Any debate  
11 or discussion? All in favor signify by saying  
12 aye. Those opposed? Carries unanimously.

13 Motion to adjourn. Legislator  
14 Rhoads makes that. Legislator Schaefer  
15 seconds it. All in favor of adjourning  
16 signify by saying aye. Those opposed? We're  
17 adjourned.

18 (Committee was adjourned at 5:30  
19 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 fifth day of  
May 2021.

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FRANK GRAY