

1.

LEGISLATIVE CALENDAR

**Documents:**

8-6-18.pdf

2.

Proposed Ordinances

**Documents:**

PROPOSED ORD. 59-18.pdf  
PROPOSED ORD. 129-18.pdf  
PROPOSED ORD. 130-18.pdf  
PROPOSED ORD. 131-18.pdf  
PROPOSED ORD. 132-18.pdf  
PROPOSED ORD. 133-18.pdf  
PROPOSED ORD. 134-18.pdf  
PROPOSED ORD. 135-18.pdf  
PROPOSED ORD. 136-18.pdf  
PROPOSED ORD. 137-18.pdf  
PROPOSED ORD. 138-18.pdf  
PROPOSED ORD. 139-18.pdf  
PROPOSED ORD. 140-18.pdf  
PROPOSED ORD. 141-18.pdf  
PROPOSED ORD. 142-18.pdf  
PROPOSED ORD. 143-18.pdf  
PROPOSED ORD. 144-18.pdf  
PROPOSED ORD. 145-18.pdf  
PROPOSED ORD. 146-18.pdf  
PROPOSED ORD. 147-18.pdf  
PROPOSED ORD. 148-18.pdf  
PROPOSED ORD. 149-18.pdf  
PROPOSED ORD. 150-18.pdf  
PROPOSED ORD. 151-18.pdf

3.

Agendas

**Documents:**

R-8-6-18.pdf

4.

Contracts

**Documents:**

A-39-18 NCWEB.pdf  
A-40-18 NCWEB.pdf

A-45-18 NCWEB.pdf

E-87-18 NCWEB.pdf

E-88-18 NCWEB.pdf

5.

Meeting Minutes

**Documents:**

Full Legislature, 8-6-18.pdf

Rules, 8-6-18.pdf

# LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE  
ELEVENTH MEETING  
ELEVENTH MEETING OF 2018

MINEOLA, NEW YORK  
AUGUST 6, 2018 1:00P.M.

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

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

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

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO REQUIRE THE NOTIFICATION BY MAIL TO ALL RESIDENT COUNTY PROPERTY OWNERS OF THE TENTATIVE ASSESSED VALUE OF OWNED PROPERTY. 266-18(LE)

2. **ORDINANCE NO. 59-2018**

AN ORDINANCE TO AMEND ORDINANCE NO. 105-1985 AS AMENDED BY ORDINANCES 154-1989, 103-2000, AND 203-2001 WITH REGARD TO MAINTENANCE AND GUARANTEES ASSOCIATED WITH ROAD OPENINGS IN NASSAU COUNTY. 282-18(LE)

3. **ORDINANCE NO. 129-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM RAFAEL MALDONADO AND JAIME L. MALDONADO OF CERTAIN PREMISES LOCATED IN THE CITY OF GLEN COVE, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 31, BLOCK 70, LOT 24 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 438-18(PW/RE)

4. **ORDINANCE NO. 130-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 288-18(OMB)

5. **ORDINANCE NO. 131-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DIVISION OF FORENSIC SERVICES/MEDICAL EXAMINER. 289-18(OMB)

6. **ORDINANCE NO. 132-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 290-18(OMB)

7. **ORDINANCE NO. 133-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 291-18(OMB)

8. **ORDINANCE NO. 134-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE TRAFFIC SAFETY BOARD. 292-18(OMB)



9. **ORDINANCE NO. 135-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO AUTHORIZE A TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 293-18(OMB)

10. **ORDINANCE NO. 136-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 294-18(OMB)

11. **ORDINANCE NO. 137-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE CORRECTIONAL CENTER. 355-18(OMB)

12. **ORDINANCE NO. 138-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 439-18(OMB)

13. **ORDINANCE NO. 139-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE MEDICAL EXAMINER'S OFFICE. 447-18(OMB)

14. **ORDINANCE NO. 140-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 448-18(OMB)

15. **ORDINANCE NO. 141-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 449-18(OMB)

16. **ORDINANCE NO. 142-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 450-18(OMB)

17. **ORDINANCE NO. 143-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE POLICE DEPARTMENT. 451-18(OMB)

18. **ORDINANCE NO. 144-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 452-18(OMB)

19. **ORDINANCE NO. 145-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 453-18(OMB)

20. **ORDINANCE NO. 146-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 454-18(OMB)

21. **ORDINANCE NO. 147-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 455-18(OMB)

22. **ORDINANCE NO. 148-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE  
IN CONNECTION WITH THE DISTRICT ATTORNEY. 456-18(OMB)

23. **ORDINANCE NO. 149-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 457-18(OMB)

24. **ORDINANCE NO. 150-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 458-18(OMB)

25. **ORDINANCE NO. 151-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO AUTHORIZE TRANSFERS OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 441-18(OMB)

26. **RESOLUTION NO. 125-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JEFFREY H. GREENFIELD AS A COMMISSIONER OF THE NASSAU COUNTY PLANNING COMMISSION. 268-18(CE)

27. **RESOLUTION NO. 128-2018**

A RESOLUTION TO INCREASE AWARENESS OF NASSAU COUNTY'S 24/7 BEHAVIORAL HEALTH HELPLINE. 283-18(LE)

28. **RESOLUTION NO. 130-2018**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO FILE AN APPLICATION FOR FEDERAL ASSISTANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 295-18(HS)

29. **RESOLUTION NO. 134-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED DARRYL T. COGGINS V. COUNTY OF NASSAU, ET AL., DOCKET NO: 07-CV-3624(JFB)(AKT), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 436-18(AT)

30. **RESOLUTION NO. 135-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED STANISLAW DUDEK V. COUNTY OF NASSAU, ET AL., DOCKET NO: 12-CV-01193(JMA)(ARL), PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 437-18(AT)

31. **RESOLUTION NO. 136-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF SEA CLIFF IN RELATION TO A PROJECT TO PROCURE EMERGENCY COMMUNICATIONS EQUIPMENT. 353-18(CE)

32. **RESOLUTION NO. 137-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WANTAGH FIRE DISTRICT IN RELATION TO A PROJECT TO PURCHASE VARIOUS FIREFIGHTING AND SAFETY EQUIPMENT. 354-18(CE)

33. **RESOLUTION NO. 138-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE GREAT NECK PUBLIC LIBRARY TO PURCHASE ITEMS RELATING TO THE ESTABLISHMENT OF A STEM LAB INCLUDING LAPTOPS, VR SYSTEMS AND GAMING COMPUTERS. 431-18(CE)

34. **RESOLUTION NO. 139-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF ROSLYN AND A THREE-PARTY AGREEMENT BETWEEN THE COUNTY EXECUTIVE, VILLAGE OF ROSLYN AND THE ROSLYN LANDMARK SOCIETY IN RELATION TO COOPERATIVE PROJECTS IN CONNECTION WITH THE 2006 NASSAU COUNTY ENVIRONMENTAL BOND ACT AND COUNTY CAPITAL FUNDS. 442-18(CE)

35.

**RESOLUTION NO. 140-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF ROSLYN AND A THREE-PARTY AGREEMENT BETWEEN THE COUNTY EXECUTIVE, VILLAGE OF ROSLYN AND THE ROSLYN LANDMARK SOCIETY IN RELATION TO COOPERATIVE PROJECTS IN CONNECTION WITH THE 2006 NASSAU COUNTY ENVIRONMENTAL BOND ACT AND COUNTY CAPITAL FUNDS. 443-18(CE)

36.

**RESOLUTION NO. 141-2018**

A RESOLUTION AUTHORIZING THE SIGNING OF A NEW YORK STATE DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL GRANT AGREEMENT FOR FUNDS TO SUPPORT POLICE ENFORCEMENT OF HIGH OCCUPANCY VEHICLE TRAFFIC LAWS ON THE LONG ISLAND EXPRESSWAY. 434-18(PD)

37.

**RESOLUTION NO. 142-2018**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR THE RESURFACING OF VARIOUS COUNTY ROADS, CAPITAL PROJECT H6158756G, PIN 0760.58 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 435-18(PW)

38.

**RESOLUTION NO. 143-2018**

A RESOLUTION TO APPOINT MEMBERS TO THE BOARD OF DIRECTORS OF THE NASSAU COUNTY LOCAL ECONOMIC ASSISTANCE AND FINANCING CORPORATION. 461-18(LE)

39.

**RESOLUTION NO. 144-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF THE HONORABLE DANIEL PALMIERI TO THE NASSAU COUNTY BOARD OF ETHICS. 356-18(CE)

40.

**RESOLUTION NO. 145-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF CHRISTOPHER DEVANE TO THE NASSAU COUNTY BOARD OF ETHICS. 357-18(CE)

41.

**RESOLUTION NO. 146-2018**

A RESOLUTION TO INCREASE PUBLIC AWARENESS OF SUBSTANCE ABUSE SERVICES IN THE COUNTY OF NASSAU BY ESTABLISHING A TWENTY-FOUR HOUR SUBSTANCE ABUSE HOTLINE. 350-18(LE)

42.

**RESOLUTION NO. 147-2018**

A RESOLUTION TO DEVELOP A SMARTPHONE APPLICATION FOR SUBSTANCE ABUSE ASSISTANCE INFORMATION AND RESOURCES IN NASSAU COUNTY. 352-18(LE)

43.

**RESOLUTION NO. 148-2018**

A RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTED OFFICIALS IN NASSAU COUNTY WHO ARE MEMBERS OF THE NEW YORK STATE AND LOCAL RETIREMENT SYSTEM. 444-18(CE)

44.

**RESOLUTION NO. 149-2018**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY MICROSOFT CORPORATION TO THE DEPARTMENT OF INFORMATION TECHNOLOGY. 432-18(IT)

45.

**RESOLUTION NO. 150-2018**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 433-18(PD)

46.

**RESOLUTION NO. 151-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 285-18(AS)

47.

**RESOLUTION NO. 152-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 286-18(AS)

48.

**RESOLUTION NO. 153-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 287-18(AS)

49.

**RESOLUTION NO. 154-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 325-18(AS)

50.

**RESOLUTION NO. 155-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 427-18(AS)

51.

**RESOLUTION NO. 156-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO WHOLLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 428-18(AS)

52.

**RESOLUTION NO. 157-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CANCEL RESTORED TAX CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 429-18(AS)



53.

**RESOLUTION NO. 158-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 445-18(AS)

54.

**RESOLUTION NO. 159-2018**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO WHOLLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 446-18(AS)

---

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

County of Nassau acting on behalf of Human Services and Family & Children's Assoc.  
RE: OF AFCA C-1. \$201,020.00. ID#CQHS18000007.

County of Nassau acting on behalf of Public Works and John S. Goess Realty Appraisal.  
RE: On Call Real Estate Appraisal - Amendment #2. \$30,000.00. ID# CLPW18000003.

County of Nassau acting on behalf of Social Services and Farmingdale Care, Inc.  
RE: Day Care. \$.01. ID# CQSS18000037.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Housing Partnership, Inc. RE: HOME Investment Partnerships. \$500,000.00.  
ID# CQHI18000011.

County of Nassau acting on behalf of Health and Comprehensive Application Solutions Inc. dba Cove SLFT. RE: Preschool Special Ed Program. \$.01. ID# CQHE18000003.

County of Nassau acting on behalf of Public Works and LiRo Engineers, Inc...  
RE: CMI services – Resurfacing Phase 43 – PIN 0760.53. \$896,458.00.  
ID# CFPW18000002.

**THE NASSAU COUNTY LEGISLATURE**  
**WILL CONVENE NEXT**  
**COMMITTEE MEETINGS ON**  
**WEDNESDAY, SEPTEMBER 12, 2018 at 1:00PM**  
**AND**  
**FULL LEGISLATURE MEETING ON**  
**WEDNESDAY SEPTEMBER 26, 2018 at 1:00PM**

**PROPOSED ORDINANCE NO. 59- 2018**

AN ORDINANCE TO AMEND ORDINANCE NO. 105-1985 AS AMENDED BY  
ORDINANCES 154-1989, 103-2000, AND 203-2001 WITH REGARD TO MAINTENANCE  
AND GUARANTEES ASSOCIATED WITH ROAD OPENINGS IN NASSAU COUNTY

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

Section 1. Section 2. of Ordinance No. 105-1985 is amended as follows:

Section 2. No person, association of persons, corporations, municipal corporation, or any other legal entity whatsoever shall be allowed to open and dig upon any County road or in any way alter any curbing, gutter, basin, drainage line, or other works of the County for any purpose without a written permit from the Commissioner of the Department of Public Works of the County. Notwithstanding any law or rule to the contrary, every person, association of persons, corporations, municipal corporations, and any other legal entity whatsoever that is granted a permit from the Commissioner of the Department of Public Works of the County to open and dig upon any County road or in any way alter curbing, gutter, basin, drainage line, or other works of the County shall agree to maintain restorations and correct failed restorations at the direction of the Commissioner of the Department of Public Works for a period of seven (7) years after the acceptance of restoration by the Commissioner of the Department of Public Works.

§2. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any Permittee, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the Permittee, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§3. State Environmental Quality Review Act Determination

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Ordinance will not have a significant impact on the environment and that no further environmental review or action is required.

§4. Effective Date:

This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 129- 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM RAFAEL MALDONADO AND JAIME L. MALDONADO OF CERTAIN PREMISES LOCATED IN THE CITY OF GLEN COVE, COUNTY OF NASSAU. STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 31, BLOCK 70, LOT 24 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE

WHEREAS, the County of Nassau did heretofore acquire title to the premises;

WHEREAS, the premises are no longer required by the County of Nassau for public purposes;

WHEREAS, Rafael Maldonado and Jaime L. Maldonado the owners of adjoining property have requested that the County of Nassau convey to them the aforesaid parcel and have made an offer of Twenty Thousand and Fifty-Two (\$20,052.00) Dollars, pursuant to a certain Contract of Sale, a copy of which is on file in the office of the Clerk of the Nassau County Legislature;

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action and found that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”)

and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Nassau County Legislature upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

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

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

1., That the County Executive be, and he is hereby authorized to accept the offer of purchase of Rafael Maldonado and Jaime L. Maldonado in the sum of Twenty Thousand and Fifty-Two (\$20,052.00) Dollars for said premises described Section 31, Block 70, Lot 24 on the Land and Tax Map of the County of Nassau subject to all of the terms and conditions as outlined in the contract of sale.

2. That the County Executive be, and he is hereby authorized to execute the deed from the County of Nassau, as Grantor to Rafael Maldonado and Jaime L. Maldonado as Grantees, and to execute any ancillary documents and instruments necessary to effectuate the terms of the contract of sale.

3. That it is hereby determined pursuant to the provisions of the New York State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed sales of property has been

determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Determination of Non-Significance;

4. That this Ordinance shall take effect immediately.

**PROPOSED ORDINANCE NO. 130 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Toxicology / Medical Examiner.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
85,090	NYS Division of Criminal Justice Services	GRT	ME	DD	53,590
		GRT	ME	BB	26,500
		GRT	ME	AA	5,000

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

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

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 131 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Division of Forensic Services / Medical Examiner.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
530,704	NYS Division of Criminal Justice Services	GRT	ME	AA	120,000
		GRT	ME	BB	101,850
		GRT	ME	DD	308,854

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 132 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN  
CONNECTION WITH THE TRAFFIC SAFETY BOARD.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
\$60,000	New York State Governor's Traffic Safety Committee	GRT	TS	HH	\$60,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 133 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
\$1,338,000.00	Stop DWI Fine Money	GRT	TS	HH	\$1,008,000.00
		GRT	TS	BB	\$33,767.00
		GRT	TS	DD	\$52,533.00
		GRT	TS	DE	\$243,700.00

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

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



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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 134 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Traffic Safety Board.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
40,000	Handicapped Parking Fines	GRT	TS	DE	40,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 135 – 2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION  
ORDINANCE AND TO AUTHORIZE A TRANSFER OF APPROPRIATIONS  
HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018.

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has advised that a transfer of appropriations heretofore made has been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2018; and

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

WHEREAS, the said transfer is known as BTCW-18000021, and is as follows:

BOARD TRANSFER NO. 18000021

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<b><u>FROM</u></b>	HE-GRT-8STD-FSA-AA	Health Department – Grant Fund – STD Intervention – Salary & Wages	\$1,798
	<b>TOTAL</b>		<b>\$1,798</b>
	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<b><u>TO</u></b>	HE-GRT-8STD-FSA-AB	Health Department – Grant Fund - STD Intervention – Fringe Benefits	1,798
	<b>TOTAL</b>		<b>\$1,798</b>

and

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

ORDAINED, by the County Legislature as follows:

Section 1. The County Legislature does hereby authorize the said transfer of

appropriations heretofore made within the budget for the year 2018, as hereinabove set forth;  
and

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

BAHI 18000003

<u>TOTAL AMOUNT</u>  (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u>  (in dollars)
<b>150,883</b>	Nassau County Land Bank Corporation	GRT	HI	AA	105,000
		GRT	HI	AB	40,883
		GRT	HI	DD	5,000
	<b>TOTAL:</b>				<b>150,883</b>

BAHE18000010

<u>TOTAL AMOUNT</u>  (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u>  (in dollars)
<b>654,813</b>	Health Research, Inc.	GRT	HE	AA	469,316
		GRT	HE	AB	166,847
		GRT	HE	BB	1,103
		GRT	HE	DD	11,000
		GRT	HE	HH	6,547
	<b>TOTAL:</b>				<b>654,813</b>

BAHS18000001

<u>TOTAL AMOUNT</u>  (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u>  (in dollars)
<b>107,102</b>	NYS Office of Alcohol and Substance Abuse Services	GRT	BH	DE	107,102
	<b>TOTAL:</b>				<b>107,102</b>



BASS18000001

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>275,000</b>	NYS Education Department	GRT	SS	DE	275,000
	<b>TOTAL:</b>				<b>275,000</b>

BASS18000002

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>27,500</b>	NYS Office of Temporary and Disability Assistance	GRT	SS	DD	27,500
	<b>TOTAL:</b>				<b>27,500</b>

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

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

§5. This Ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 136 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Public Works.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
\$348,682.00	Unified Planning Work Program	GRT	PL	AA	\$176,893.00
		GRT	PL	AB	\$85,244.00
		GRT	PL	DE	\$50,000.00
		GRT	PL	HH	\$36,545.00

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 137 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Correctional Center.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 20, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
\$22,000.00	NYS Division of Criminal Justice Services	GRT	CC	AA	\$22,000.00

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

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

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

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 138 –2018**

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

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 18, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
\$500,000.00	Misdemeanor Forfeiture Funds	GRT	PD	DD	\$500,000.00

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 139 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Medical Examiner's Office.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
25,000	NYS Division of Homeland Security and Emergency Services	GRT	ME	BB	25,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 140 –2018**

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

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
43,895	NYS Division of Homeland Security and Emergency Services	GRT	HE	BB	18,895
			HE	DE	25,000

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

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



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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 141 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
361,319	New York State Division of Homeland Security and Emergency Services	GRT	EM	AA	244,775
		GRT	EM	AB	116,544

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 142 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN  
CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
856,861	New York State Division of Homeland Security and Emergency Services	GRT	EM	AA	17,940
		GRT	EM	AB	4,485
		GRT	EM	BB	71,000
		GRT	EM	DD	583,436
		GRT	EM	DE	180,000

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

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

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 143 –2018**

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

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
398,905	NYS Division of Homeland Security and Emergency Services	GRT	PD	AA	160,000
		GRT	PD	AB	41,905
		GRT	PD	BB	195,000
		GRT	PD	DD	2,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 144 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN  
CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
150,000	New York State Division of Homeland Security and Emergency Services	GRT	FC	AA	20,000
		GRT	FC	AB	5,000
		GRT	FC	BB	110,000
		GRT	FC	DD	15,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 145 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
114,000	New York State Division of Homeland Security and Emergency Services	GRT	CC	BB	114,000

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

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

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

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 146 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
1,254,493	New York State Division of Homeland Security and Emergency Services	GRT	EM	AA	17,940
		GRT	EM	AB	4,485
		GRT	EM	BB	98,568
		GRT	EM	DD	1,013,500
		GRT	EM	DE	120,000

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 147 –2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
731,860	New York State Division of Homeland Security and Emergency Services	GRT	EM	AA	497,791
		GRT	EM	AB	234,069

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 148 –2018**

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the District Attorney.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
501,572	New York State Division of Criminal Justice Services	GRT	CJ	AA	380,847
		GRT	CJ	AB	120,725

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



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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 149 –2018**

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

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
147,000	NYS Governor's Traffic Safety Committee	GRT	PD	AA	147,000

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

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

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

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO.        150 –2018**

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

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated July 16, 2018, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

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

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

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

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
64,650	US Department of Homeland Security	GRT	PD	BB	64,650

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

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

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

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 151 – 2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO AUTHORIZE TRANSFERS OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018.

WHEREAS, the County Executive, by communication dated July 18, 2018, addressed to the County Legislature, has advised that transfers of appropriations heretofore made have been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2018; and

WHEREAS, these transfers have been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfers are known as BTCW18000010, BTCW18000011, BTCW18000012, BTCW18000013, BTCW18000023, BTCW18000024, and BTCW18000025, and are as follows:

BOARD TRANSFER NO.: BTCW18000010

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	SS-GEN-61-SS	Department of Social Services – Recipient Grants	\$2,500,000
	SS-GEN-60-SS	Department of Social Services – Recipient Grants	\$1,700,000
	SS-GEN-70-SS	Department of Social Services – Recipient Grants	\$200,000
	SS-GEN-63-SS	Department of Social Services – Recipient Grants	\$100,000
	PW-GEN-06-DF	Department of Public Works – Utilities	\$1,550,000
	PW-GEN-03-DD	Department of Public Works – General Expenses	\$500,000
	PW-GEN-01-MG	Department of Public Works – Intermodal Center	\$65,000
	PW-GEN-00-94994	Department of Public Works – Rents	\$150,000
	HE-GEN-54-PP	Health Department – Early Intervention	\$352,350
	HE-GEN-10-DD	Health Department – General Expenses	\$50,000
	AT-GEN-10-DE	County Attorney – Contractual Expenses	\$300,000
	AT-GEN-10-BB	County Attorney – Equipment	\$1,000
	AT-GEN-10-AA	County Attorney – Salaries and Wages	\$100,000
	LR-GEN-10-DE	Labor Relations – Contractual Expenses	\$13,854
	BU-GEN-10-DE	Office of Management and Budget – Contractual Expenses	\$350,000
	AC-GEN-10-AA	Department of Investigations – Salaries and Wages	\$282,022
	PB-GEN-10-AA	Probation Department – Salaries and Wages	\$500,000
	ME-GEN-10-AA	Medical Examiner – Salaries and Wages	\$600,000
	CC-GEN-10-BB	Sheriff/Correctional Center - Equipment	\$53,955
	<b>TOTAL</b>		<b>\$9,368,181</b>
	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>TO</u>	PW-GEN-01-DE	Department of Public Works – Contractual Expenses	\$7,100,000
	HS-GEN-10-DE	Department of Human Services – Contractual Expenses	\$794,761
	AS-GEN-10-AA	Department of Assessment – Salaries and Wages	\$1,054,000
	AR-GEN-10-AA	Assessment Review Commission – Salaries and Wages	\$119,420
	BU-GEN-10-66966	Office of Management and Budget – Legal Aid Society of NC	\$300,000
	<b>TOTAL</b>		<b>\$9,368,181</b>

BOARD TRANSFER NO.: BTCW18000011

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	FC-FCF-10-AA	Fire Commission – Salaries and Wages	\$100,000
	FB-FCF-40-AB	Fire Commission –Fringe Benefits	\$100,000
	<b>TOTAL</b>		<b>\$200,000</b>
<u>TO</u>	FC-FCF-10-DE	Fire Commission – Contractual Expenses	\$200,000
	<b>TOTAL</b>		<b>\$200,000</b>

BOARD TRANSFER NO.: BTCW18000012

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	BU-GEN-10-AC	Office of Management and Budget – Workers’ Compensation	\$200,000
	PK-GEN-30-AA	Parks Department – Salaries and Wages	\$750,000
	CC-GEN-10-AC	Sheriff/Correctional Center - Workers’ Compensation	\$800,000
	<b>TOTAL</b>		<b>\$1,750,000</b>
<u>TO</u>	FB-GEN-10-AB	General Fund Fringe Benefits – Fringe Benefits	\$1,750,000
	<b>TOTAL</b>		<b>\$1,750,000</b>

BOARD TRANSFER NO.: BTCW18000013

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	PD-PDH-10-AA	Police Headquarters – Salaries and Wages	\$3,000,000
	PD-PDH-10-BB	Police Headquarters – Equipment	\$101,096
	PD-PDH-10-DE	Police Headquarters – Contractual Services	\$230,864
	FB-PDH-30-AB	Police Headquarters – Fringe Benefits	1,000,000
	<b>TOTAL</b>		<b>\$4,331,960</b>
<u>TO</u>	PD-PDH-10-LB	Police Headquarters – Transfer to General Fund	4,331,960
	<b>TOTAL</b>		<b>\$4,331,960</b>

BOARD TRANSFER NO.: BTCW18000023

	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM</u>	SS-GEN-20-AA	Department of Social Services – Salaries & Wages	\$350,000
	BU-GEN-10-AA	Office of Management & Budget - Salaries & Wages	\$271,977
	LE-GEN-15-AA	County Legislature – Majority – Salaries & Wages	\$158,850
	BU-GEN-10-AA	Office of Management & Budget – Salaries & Wages	\$150,000
	LE-GEN-15-DE	County Legislature – Majority – Contractual Services	\$137,966
	HE-GEN-54-AA	Department of Health – Salaries & Wages	\$100,000
	CF-GEN-30-AA	Department of Constituent Affairs – Salaries & Wages	\$65,000
	HE-GEN-51-AA	Department of Health – Salaries & Wages	\$25,000
	LE-GEN-20-BB	Office of the Legislature – Central Staff – Equipment	\$24,000
	HE-GEN-20-AA	Health Department – Salaries & Wages	\$20,000
	BU-GEN-10-HD	Office of Management & Budget – Debt Service Chargebacks	\$1,564,500
	<b>TOTAL</b>		<b>\$2,867,293</b>
	<u>CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>TO</u>	CC-GEN-10-AA	Correctional Center – Salaries & Wages	\$650,000

	CF-GEN-10-AA	Department of Constituent Affairs – Salaries & Wages	\$420,000
	SS-GEN-10-AA	Department of Social Services – Salaries & Wages	\$350,000
	HS-GEN-10-AA	Department of Human Services – Salaries & Wages	\$325,000
	LE-GEN-10-AA	County Legislature – Minority – Salaries & Wages	\$296,816
	LE-GEN-15-AA	County Legislature – Majority – Salaries & Wages	\$157,460
	CE-GEN-10-AA	Office of the County Executive – Salaries & Wages	\$150,000
	HE-GEN-40-AA	Health Department – Salaries & Wages	\$125,000
	LR-GEN-10-AA	Office of Labor Relations – Salaries & Wages	\$120,000
	LE-GEN-10-AA	County Legislature – Minority – Salaries & Wages	\$114,517
	CC-GEN-20-AA	Correctional Center – Salaries & Wages	\$100,000
	LE-GEN-20-AA	County Legislature – Central Staff – Salaries & Wages	\$24,000
	HE-GEN-30-AA	Health Department – Salaries & Wages	\$20,000
	VS-GEN-10-AA	Veterans Services Agency – Salaries & Wages	\$14,500
	<b>TOTAL</b>		<b>\$2,867,293</b>

**BOARD TRANSFER NO.: BTCW18000024**

	<b><u>CODE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
<b><u>FROM</u></b>	HE-GRT-CNY6FED-AA98Z	Health Department – Grant Fund – Special Health Needs – Salaries & Wages	\$189
	<b>TOTAL</b>		<b>\$189</b>
	<b><u>CODE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
<b><u>TO</u></b>	HE-GRT-CNY6FED-AB10F	Health Department – Grant Fund – Special Health Needs – Fringe Benefits Expenses	\$189
	<b>TOTAL</b>		<b>\$189</b>

**BOARD TRANSFER NO.: BTCW18000025**

	<b><u>CODE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
<b><u>FROM</u></b>	HE-GRT-C100NYS-AA98Z	Health Department – Grant Fund – Early Intervention – Salaries & Wages	\$1,690
	HE-GRT-C100NYS-DD498	Health Department – Grant Fund – Early Intervention – General Operating Expenses	\$216
	<b>TOTAL</b>		<b>\$1,906</b>
	<b><u>CODE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
<b><u>TO</u></b>	HE-GRT-C100NYS-AB10F	Health Department – Grant Fund – Early Intervention – Fringe Benefits Expenses	\$1,906
	<b>TOTAL</b>		<b>\$1,906</b>

and

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

ORDAINED, by the County Legislature as follows:

Section 1. The County Legislature does hereby authorize the said transfers of appropriations heretofore made within the budget for the year 2018, as hereinabove set forth; and

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

**\*\*OMITTED BY AMENDMENT AT 7-23-18 FINANCE COMMITTEE MEETING  
BY A VOTE OF 7-0**

**\*\*BABU 18000002**

<b><u>TOTAL AMOUNT</u></b> (in dollars)	<b><u>SOURCE OF FUNDS</u></b>	<b><u>APPROPRIATED TO:</u></b>			
		<b><u>FUND</u></b>	<b><u>DEPT. CODE/Index</u></b>	<b><u>OBJ. CODE</u></b>	<b><u>AMOUNT</u></b> (in dollars)
<b>36,331,960</b>	General Fund	GEN	BU	87	18,775,775
		GEN	FB	AB	17,129,605
		GEN	SA	AA	200,000
		GEN	MA	AA	200,000
		GEN	AR	AA	\$26,580
	<b>TOTAL:</b>				<b>36,331,960</b>

\*\*OMITTED BY AMENDMENT AT 7-23-18 FINANCE COMMITTEE MEETING

BY A VOTE OF 7-0

**\*\*BABU 18000003**

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>7,000,000</b>	Police Department Headquarters Fund	PDH	PD	LB	7,000,000
	<b>TOTAL:</b>				<b>7,000,000</b>

**BAHE 18000011**

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>113,175</b>	NYS Department of Health	GRT	HE	AA	72,763
		GRT	HE	AB	40,412
	<b>TOTAL:</b>				<b>113,175</b>

**BAHE 18000012**

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>699,688</b>	NYS Department of Health	GRT	HE	AA	448,978

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
		GRT	HE	AB	244,605
		GRT	HE	DD	780
		GRT	HE	HH	5,325
	<b>TOTAL:</b>				<b>699,688</b>

BAHE 18000013

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>31,649</b>	NYS Department of Health	GRT	HE	AA	21,637
		GRT	HE	AB	10,012
	<b>TOTAL:</b>				<b>31,649</b>

BAHE 18000014

<u><b>TOTAL AMOUNT</b></u> (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u> (in dollars)
<b>1,715,912</b>	NYS Department of Health	GRT	HE	AA	1,102,343
		GRT	HE	AB	511,454
		GRT	HE	DD	29,524

<u><b>TOTAL AMOUNT</b></u>  (in dollars)	<u><b>SOURCE OF FUNDS</b></u>	<u><b>APPROPRIATED TO:</b></u>			
		<u><b>FUND</b></u>	<u><b>DEPT. CODE/Index</b></u>	<u><b>OBJ. CODE</b></u>	<u><b>AMOUNT</b></u>  (in dollars)
		GRT	HE	DE	55,679
		GRT	HE	HH	16,912
	<b>TOTAL:</b>				<b>1,715,912</b>



BAHE 18000015

<u>TOTAL AMOUNT</u>  (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u>  (in dollars)
27,086	NYS Department of Health	GRT	HE	AA	19,766
		GRT	HE	AB	7,320
	<b>TOTAL:</b>				<b>27,086</b>

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

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

§5. This Ordinance shall take effect immediately.



# **NASSAU COUNTY LEGISLATURE**

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

# **RULES COMMITTEE**

**AUGUST 6TH, 2018 1:00 PM**

**Richard Nicolello – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-39-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE VARIOUS NASSAU COUNTY AGENCIES AND HENRICH EQUIPMENT CO. INC. A-39-18
<b>A-40-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND UNITED CESSPOOL SERVICES, INC. A-40-18
<b>A-45-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE. A-45-18
<b>E-87-18</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</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 ATTORNEY AND DELLAVERSON, P.C. E-87-18
<b>E-88-18</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</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 ATTORNEY AND LAMB & BARNOSKY, LLP. E-88-18
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>65-18</b>	<b>LE</b>	<b>R</b>	<b><u>PROPOSED LOCAL LAW NO. – 2018</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
<b>A-22-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPRAGUE OPERATING RESOURCES LLC. A-22-18

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-27-18</b>	<b>PR</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</u></b> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY INFORMATION TECHNOLOGY AND INFOSYS INTERNATIONAL, INC. A-27-18
<b>E-2-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</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 DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
<b>E-46-18</b>	<b>TV</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</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 CAMPANELLI & ASSOCIATES P.C. E-46-18
<b>E-52-18</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2018</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 ARCADIS OF NEW YORK, INC. E-52-18



County

Nassau

## Office of Purchasing

## Staff Summary A-39-2018

Subject: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks. (S/B # 83070-04178-034)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature 

Date: May 10, 2018
Vendor Name: Henrich Equipment Co. Inc.
Contract Number A-39-2018
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		
	Budget	06/25/2018	County Atty.
7-19-18	Deputy C.E.		County Exec.

## Narrative

**Purpose:** To authorize and award a Blanket Purchase Order for Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks for the Department of Public Works.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where three (3) vendors viewed the bid. Minority Affairs was given a copy of the bid. Two (2) bids were received.

**Impact on Funding:** Estimated cost of this contract will exceed One Hundred Thousand Dollars (\$100,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends an award be given to Henrich Equipment Co. Inc. as the lowest responsible bidder meeting specifications.

PURCHASE SECTION

LOCAL GOVT. PURCHASE AND  
VENDOR CONFIDENTIAL

(DATE)

2018 JUN 20 4 22

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-39-2018**

FROM: MELISSA GALLUCCI-COMMISSIONER OF SHARED SERVICES

DATE: MAY 11, 2018

SUBJECT: RESOLUTION-THE DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS TO HENRICH EQUIPMENT CO. INC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE CENTRAL MONITORING SYSTEM WITH REPORTING FOR PETROLEUM BULK STORAGE TANKS FOR THE DEPARTEMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND 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



RULES RESOLUTION

2018

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE VARIOUS NASSAU COUNTY AGENCIES AND HENRICH EQUIPMENT CO. INC

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 83070-04178-034 for Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks for the Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, HENRICH EQUIPMENT CO. INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with HENRICH EQUIPMENT CO. INC.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

FRIENDS OF ROSE WALKER

FRIENDS OF ROGER MURPHY

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.

Dated: 7/10/18

Vendor: HARRICH EQUIPMENT CO. INC

Signed: [Signature]

Print Name: ROBERT HARRICH

Title: C.E.O

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

NONE

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

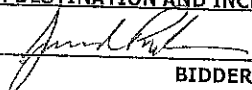
NONE

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

NONE

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

BIDDER SIGN HERE

  
BIDDER

VICE PRESIDENT  
TITLE

Page 2 of 4

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

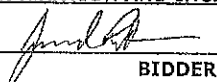
*NONE*

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

*NONE*

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

BIDDER SIGN HERE

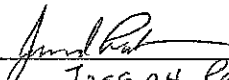
  
BIDDER

*VICE PRESIDENT*  
TITLE

Page 3 of 4

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.

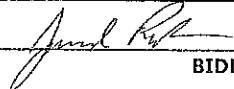
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

BIDDER SIGN HERE



BIDDER

VICE PRESIDENT

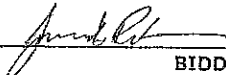
TITLE

Page 4 of 4:

**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.

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

BIDDER SIGN HERE



BIDDER

*Vice President*  
TITLE

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 ROBERT J. HENRICH  
Date of birth 09 / 21 / 1954  
Home address 57 HAMLET DR  
City/state/zip MT. SINAI N.Y. 11766  
Business address 42 FIELD ST  
City/state/zip W. BABYLON N.Y. 11704  
Telephone 631 283 6920  
Other present address(es) NONE  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)  
President 1 / 1 / 91 Treasurer \_\_\_\_\_  
Chairman of Board 1 / 1 / 91 Shareholder \_\_\_\_\_  
Chief Exec. Officer 1 / 1 / 91 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. 90% 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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_\_; If Yes, provide details.

\* 6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO \_\_\_\_\_ If Yes, provide details.

\* ALTERNATE POWER SOLUTIONS - GENERATOR SERVICE COMPANY

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

BIDDER SIGN HERE

BIDDER

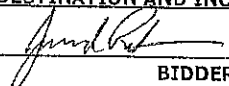
TITLE

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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

BIDDER SIGN HERE



BIDDER

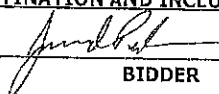


TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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

BIDDER SIGN HERE

  
BIDDER



TITLE



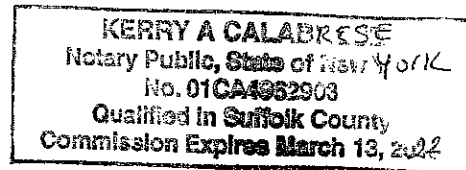
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert J Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of April 2018

Kerry A Calabrese  
Notary Public



Henrich Equipment Co Inc  
Name of submitting business

Robert J Henrich  
Print name

[Signature]  
Signature

CEO/PRES  
Title

4 / 30 / 2018  
Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

VP

TITLE

# Robert Henrich

57 Hamlet Drive  
Mount Sinai, NY 11766  
(631) 331-3290  
bhenrich@henrichinc.com

---

## EXPERIENCE

---

### CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- 42 years Sales, Service and Management
- Field Service
- Customer Service
- Certified Tank Tester for Petro-Tite Systems
- Service Manager
- Sales and Logistics Manager

---

## EDUCATION

---

Huntington High School, Huntington

1972

Diploma

---

## QUALIFICATIONS/CERTIFICATES

---

- Past Board Member Petroleum Equipment Institute
- Underground Tank Installation License
- Nassau County Tank Installers License
- New York City Tank Installers License

## Robert J. Henrich

2 Silver Beech Ct.  
Setauket, New York 11733  
E-mail: rhenrich@henrichinc.com  
Tel: 631-413-1305

---

**Value Offered:** High energy and passion for international business. Strong background in dealing with language and cultural differences. Effective team player in a multicultural business environment. Fluent in Chinese, Spanish and English. IT and Internet savvy. Comfortable in business dealings in small, medium and large sized firms. Experience in consulting, market research and IT.

### Experience:

#### Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present  
West Babylon, New York

#### COO

2015-Present

Responsible for the daily operation of the organization, reporting directly to the CEO.  
-Manage key indicator for performance of all managerial level employees  
-Develop key operational objectives to ensure smooth operations and stable growth  
-Responsible for reporting financial results to CEO and accounting team

#### Director of Marketing & International Sales

2008-2015

Directed digital and customer experience initiatives across Henrich sales channels including:  
-Development of ecommerce website and fully integrated backend order management system  
-Launch of corporate website and VI update for company  
-Established international presence through Henrich China and Spain subsidiaries

#### Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008  
Yunnan Province

#### PRODUCT AND MARKET DEVELOPMENT

##### Senior Partner

Along with graphic designer Jake Caccia, is one of the first wholly foreign owned Asia based Specialty Tea purveyors. Through intimate contact and strong relationship building Andao has developed a full line of premium, ultra high quality organic tea products. Andao's products are currently marketed in bulk and retail in the US and Europe.

#### Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002  
Madrid, Spain

#### LEGAL CONSULTING SERVICES

##### Director

Created and successfully implemented a ground-up IT solution for providing data protection services in accordance with European Union regulation. Led a three member development team in executing design and development of a completely automated on-line legal consulting service. Dipro experienced clear first-mover advantages. Clientele base expanded rapidly as of implementation date.

#### LEARNING EXPERIENCES

University of Vermont, School of Business Administration

Fall 1998 – May 2003

Major: Business Administration Minor: Economics

Graduated with Honors Cum Laude GPA: 3.71

Graduating Member of Beta Gamma Sigma, Omicron

Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese

2004-2005

Fudan University, Mandarin Chinese

Summer 2002

University of Madrid, Studied Law, Economics, Politics and Language

Fall 2000 – Spring 2002

**OTHER**

Trilingual; Chinese, English and Spanish  
Photography Enthusiast



**Summary of Relevant Accomplishments:**

- **Henrich Equipment Company is a premier direct distributor for all major petroleum equipment manufacturers since 1969, including Veeder Root, Gasboy, Dresser Wayne, OPW and many others.**
- **Henrich was instrumental in the approval of Veeder Root remote monitoring service with NYS DEC and all NYC municipal agencies.**
- **Henrich has supplied and installed hundreds of Veeder Root systems with municipal agencies like NYC Sanitation, Nassau County, NYC TBTA, NY & NJ Port Authority and many others.**
- **Henrich was the first Veeder Root authorized remote monitoring provider in NY State and still has monitoring contracts with many municipal agencies like NYC Sanitation, NYC DOT, NYC Police, City of New Rochelle and others.**



# NASSAU COUNTY DEPARTMENT OF HEALTH

## CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

ADDRESS: 42 Field St. West Babylon, NY 11704

EFFECTIVE DATE:

05/01/2017

EXPIRATION DATE:

04/30/2019

Issue Date:

06/21/2017

COF#: 201702

*Lawrence Eisenstein*  
Lawrence E. Eisenstein, MD, MPH, FACP  
Commissioner

DEPARTMENT OF HEALTH  
NASSAU COUNTY  
OFFICE OF THE COMMISSIONER  
100 WEST BABYLON ROAD  
WEST BABYLON, NY 11704  
(516) 335-2000  
WWW.NASSAUCOUNTYNY.GOV

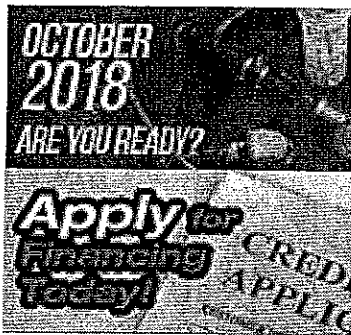
Funaro, Timothy G

**From:** Joseph Pezdan <jpezdan@henrichinc.com>  
**Sent:** Wednesday, May 16, 2018 11:22 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: forms  
**Attachments:** Principal Questionnaire From.pdf

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Tim,

Robert Henrich is the only person that holds a 10% or greater interest in the company, the form only requires his submittal, please see the attachment; let me know if you need anything else. Thank you.



 **henrich**  
**Joseph Pezdan**  
*Vice President*

t: 631.465.9454 ext.140 | m: 631.396.7463  
a: 42 Field Street, West Babylon NY, 11704  
e: [jpezdan@henrichinc.com](mailto:jpezdan@henrichinc.com) | w: [henrichinc.com](http://henrichinc.com)



The company accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

---

**From:** Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]  
**Sent:** Wednesday, May 16, 2018 10:34 AM  
**To:** Joseph Pezdan  
**Subject:** forms

Joe,

For the formal sealed bid for the CMS I need the attached form filled out and returned for Robert J. Henrich Jr. The have the Pres I need one for the COO and one for your self.

Timothy Funaro  
Buyer  
Nassau County  
Office of Purchasing  
One West Street 1<sup>st</sup> floor North Entrance  
Mineola, N.Y. 11501  
Phone (516) 571-7720  
Fax (516) 571-4263  
E-Mail [tfunaro@nassaucountyny.gov](mailto:tfunaro@nassaucountyny.gov)





**APPENDIX D**  
**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

1. Principal Name ROBERT JOSEPH HENRICH  
Date of birth 8/13/1980  
Home address 2 SILVERBEECH CT  
City/state/zip E. SETAUKET N.Y. 11733  
Business address 42 FIELD ST  
City/state/zip W. BABYLON N.Y. 11704  
Telephone 631-293-6920  
Other present address(es) NONE  
City/state/zip NONE  
Telephone NONE

List of other addresses and telephone numbers attached

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

President        /        /        Treasurer        /        /         
Chairman of Board        /        /        Shareholder        /        /         
Chief Exec. Officer        /        /        Secretary        /        /         
Chief Financial Officer        /        /        Partner        /        /         
Vice President        /        /         
(Other) C.O.O. 11/14/2015 TO PRESENT

3. Do you have an equity interest in the business submitting the questionnaire?  
NO ✓ YES        If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓  
       YES        If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES       ; 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? NO ☒ YES      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? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
NO ☒ YES ☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ☐ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ☐ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ☐ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ☐ If Yes, provide details for each such year.

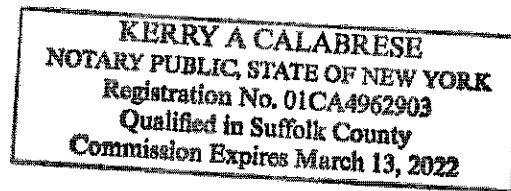
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT JOSEPH HENRICH, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of July 2018

Kerry A Calabrese  
Notary Public



HENRICH EQUIPMENT CO., INC  
Name of submitting business

ROBERT JOSEPH HENRICH  
Print name

[Signature]  
Signature

COO  
Title

7 / 19 / 2018 Date

**APPENDIX D**  
**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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name JOSEPH PEZDAN  
Date of birth 3/18/1960  
Home address 1551 TANNER ST  
City/state/zip HOLBROOK N.Y. 11741  
Business address 42 FIELD ST  
City/state/zip W. BABYLON N.Y. 11704  
Telephone 631 293 6920  
Other present address(es) NONE  
City/state/zip NONE  
Telephone NONE

List of other addresses and telephone numbers attached

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

President        /        /        Treasurer        /        /         
Chairman of Board        /        /        Shareholder        /        /         
Chief Exec. Officer        /        /        Secretary        /        /         
Chief Financial Officer        /        /        Partner        /        /         
Vice President 9/12/2002 to PRESENT  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO        YES ☒ If Yes, provide details. 5%

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? NO

☒ YES        If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES       ; 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? NO ☒ YES ☐ 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? NO ☒ YES ☐ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ☐ If Yes, provide details for each such conviction.

f) In the ~~past~~ 5 years, have you been found in violation of any administrative or statutory charges?  
NO ✓ YES      If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ☐ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ☐ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ☐ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ☐ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph PEZDAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of July 2018

Kerry A Calabrese  
Notary Public

**KERRY A CALABRESE**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CA4962903  
Qualified in Suffolk County  
Commission Expires March 13, 2022

HENRICIT EQUIPMENT Co., INC  
Name of submitting business

Joseph PEZDAN  
Print name

[Signature]  
Signature

Vice President  
Title

7 / 19 / 2018 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". No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/18

1) Proposer's Legal Name: HENRICH EQUIPMENT CO INC

2) Address of Place of Business: 402 FIELD ST W. BABYLON N.Y. 11704

List all other business addresses used within last five years:

NONE

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

Phone: 631 293 6920

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_ Other (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, provide details: \_\_\_\_\_

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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

BIDDER SIGN HERE

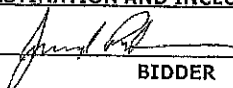
[Signature]  
BIDDER

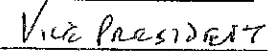
VICIE PRESIDENT  
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒ If Yes, provide details for each such conviction \_\_\_\_\_
- 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 conviction. \_\_\_\_\_

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

BIDDER SIGN HERE

  
BIDDER

  
Vice President  
TITLE

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 occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICTS 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 CONFLICTS 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 CONFLICTS 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES  
FOR ANY 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

- \* ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- \* iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; 30
- vi) Annual revenue of firm; \$8,000,000.00
- vii) Summary of relevant accomplishments - SEE ATTACHED
- viii) Copies of all state and local licenses and permits. SEE ATTACHED
- B. Indicate number of years in business. 49 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company SEE ATTACHED.

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

		<u>TITLE</u>	<u>Ownership</u>
* ROBERT J HENRICH	57 HAMLET DR UPT SINAI NY. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK NY. 11741	VP	5%
THOMAS McCLAIN	65 COLUMBUS AVE SUITATOWN NY. 11787	NO LONGER EMPLOYED	5%
ROBERT J HENRICH	2 SILVER BEECH CT POQUOTT NY. 11773	C.O.O.	—

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

BIDDER SIGN HERE

[Signature]

BIDDER

VP

TITLE



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

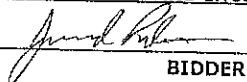
Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

BIDDER SIGN HERE



BIDDER



TITLE

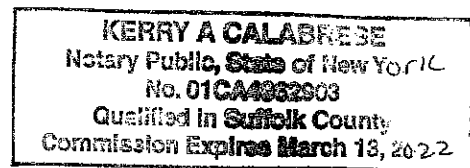
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JOSEPH PEZDAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of April 2018

Kerry A Calabrese  
Notary Public



Name of submitting business: HENRICH EQUIPMENT CO., INC

By: JOSEPH PEZDAN  
Print name

[Signature]  
Signature

Vice President  
Title

4 / 30 / 2018  
Date

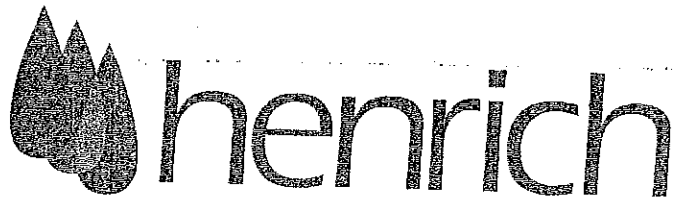
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]  
BIDDER

VP

TITLE



**References:**

**Sprague Energy Corporation**

Peter Hughes  
440 Mamaroneck Ave  
Harrison, NY 10524  
516-322-0834  
PHughes@Spragueenergy.com

**Nassau County Department of Public Works**

Robert Lotito  
1194 Prospect Avenue  
Westbury, New York 11590  
(516) 571-6886  
rlotito@nassaucountyny.gov

**Suffolk County Department of Public Works**

Melinda Hicks  
335 Yaphank Ave  
Yaphank, NY 11980  
(631) 852-5233  
Melinda.Hicks@SuffolkCountyNY.GOV

**New York City Department of Sanitation**

Richard Dolan  
52-35 58<sup>th</sup> Street  
4<sup>th</sup> Floor  
Woodside, NY 11377  
(718) 334-9152  
rdolan@dsny.nyc.gov

**New York City Department of Transportation**

Peter Sambalis  
55 Water Street 7<sup>th</sup> Floor  
New York, NY 10041  
212-839-8920  
psambalis@dot.nyc.gov



Call us today to order: 631.293.6920 or visit us online at [www.henrichinc.com](http://www.henrichinc.com)  
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: HENRIK EQUIPMENT CO INC  
Address: 42 FIELD ST  
City, State and Zip Code: W. BABYLON NY 11704
2. Entity's Vendor Identification Number: 112224526
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):

ROBERT J HENRICH PRES 57 HAWLET DR - MT SINAI N.Y. 11766  
JOSEPH PEZDAN VP 1551 TANNER ST HOB BROOK N.Y. 11741  
ROBERT J HENRICH COO 2 SILVER BEECH CT E. SETAUKET N.Y. 11733

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.

ROBERT J HENRICH 57 HAWLET DR MT SINAI N.Y. 11766  
JOSEPH PEZDAN 1551 TANNER ST HOB BROOK N.Y. 11741

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

Page 2 of 4

Thomas McLean 69 COLOMBUS AVE SMITHTOWN N.Y. 11787

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.

HONG L. PARTNERS

44 FIELD ST

W. BAYLON N.Y. 11704

GENERATOR SUPPLY + MAINTENANCE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE


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

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

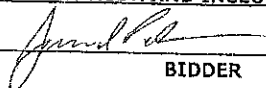
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAR

Title: VICE PRESIDENT

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

BIDDER SIGN HERE

  
BIDDER

VICE PRESIDENT  
TITLE

Page 4 of 4:

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.


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

BIDDER SIGN HERE

  
BIDDER

Vice President  
TITLE

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 83070-04178-034
	COUNTY OF NASSAU		Dated: Ad. 04/05/2018
	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 April 17, 2018 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	REQUESTION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks

• 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 MATERIALS, 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  
Department of Public Works  
1194 Prospect Avenue  
Westbury, N.Y. 11590

#### GUARANTEED DELIVERY DATE

7

DAYS AFTER RECEIPT OF ORDER

#### EMPLOYERS FEDERAL TAX ID NUMBER

112224526

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>Henrich Equipment Co Inc</u>			
ADDRESS <u>42 FIELD ST</u>			
CITY <u>W. BABYLON</u>	STATE <u>NY</u>	ZIP CODE <u>11704</u>	TELEPHONE <u>631 293 6920</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Joseph Prada</u>		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 IMPOSE 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

1. 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.  
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.  
3. 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.

4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.  
5. 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: Henrich Equipment Co Inc

Address: 42 FIELD ST W. BABYLON N.Y. 11704

Telephone No: 631 293 6920

Fax No: 631 293 8979

1. State Whether: A Corporation ☒ \_\_\_\_\_  
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.

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

BIDDER'S NAME: Henrich Equipment Co Inc QUALIFICATION STATEMENT

ADDRESS: 42 FIELD ST W. BABYLON NY. 11704

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT ROBERT J HENRICH 57 HAWAII DR MT. SINAI NY. 11766

VICE PRESIDENT

JOSEPH PERDAN 1551 TANNER ST HOLBROOK NY. 11741

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES  
IF SO WHEN? 2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 49

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? FUEL QUALITY,  
GENERATOR SALES / SERVICE

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
<u>Joseph Perdhan</u>	<u>VP</u>	<u>28</u>	<u>VEEOR BOOT + VST COMPLIANCE</u>	
<u>ENZO VACCIO</u>	<u>EST/PROJ MGR</u>	<u>36</u>	<u>ALL PHASES OF FUELING FACILITY INSTALLATION</u>	<u>+ COMPLIANCE</u>
			<u>ALL PHASES OF FUELING FACILITY INSTALLATION</u>	<u>AND COMPLIANCE</u>

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

HENRICH HAS INSTALLED AND SERVICES V.R. SYSTEMS FOR NASSAU (7)  
SUPERVISED BY JOSEPH PERDAN

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

BIDDER SIGN HERE

BIDDER

VICIE PRESIDENT

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

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

Joseph Pezdan VP

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:

N.Y. C. DEPT OF SANITATION

ADDRESS:

82-35 58TH ST 4TH FLOOR

WOODSIDE N.Y. 11377

TELEPHONE: 718 334-0152 CONTACT PERSON

RICHARD DOLAN

CONTRACT DATE:

2002 - PRESENT

2. REFERENCE'S NAME:

SUFFOLK COUNTY D.P.W.

ADDRESS:

335 YAPHANK AVE

YAPHANK N.Y. 11980

TELEPHONE: 631-852-5233 CONTACT PERSON

MELINDA HICKS

CONTRACT DATE:

9-1-2010 - PRESENT

3. REFERENCE'S NAME:

SPRAGUE ENERGY SYSTEMS

ADDRESS:

440 MAWARONEK AVE

HARRISON N.Y. 10528

TELEPHONE: 516 322-0834 CONTACT PERSON

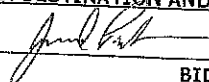
PETER HUGHES

CONTRACT DATE:

2007 TO PRESENT

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

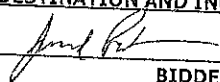
FORMAL SEALED BID PROPOSAL  
83070-04178-034

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.

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

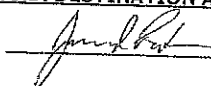
The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

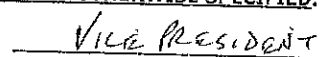
The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title 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.

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

BIDDER SIGN HERE

  
\_\_\_\_\_  
BIDDER

  
\_\_\_\_\_  
VICE PRESIDENT  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

(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.

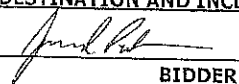
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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,

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

BIDDER SIGN HERE

  
BIDDER

  
Vice President  
TITLE

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
83070-04178-034**

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.

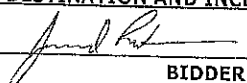
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

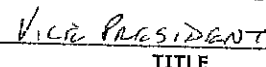
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably 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.

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

BIDDER SIGN HERE

  
BIDDER

  
VICE PRESIDENT

TITLE



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.

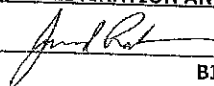
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

**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.

**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.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

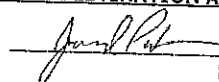
**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a **Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

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

BIDDER SIGN HERE



BIDDER

VICÉ PRESIDENT

TITLE

## Important Notice

Instructions for pages 13 -30, these pages must be filled out completely do not leave any question blank.

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 -- 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 -- 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

### Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.


This includes but not limited to:

- 1) social security number
  - 2) personal address
  - 3) personal phone number
  - 4) personal e-mail address
  - 5) social media user name
  - 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it

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

BIDDER SIGN HERE

  
BIDDER

  
VICE PRESIDENT  
TITLE

13

Page 2 of 4

Thomas McLain 69 Colonnas Ave Smithtown N.Y. 11787

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.

Heng L. Partners

44 Field St

W. Babylon N.Y. 11704

GENERATOR SUPPLY + MAINTENANCE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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

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

BIDDER SIGN HERE

BIDDER

Vice President  
TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

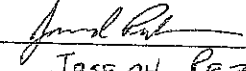
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

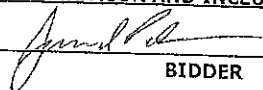
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VICE PRESIDENT

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

BIDDER SIGN HERE

  
BIDDER

Vice President  
TITLE

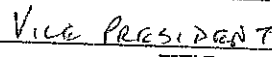
Page 4 of 4:

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.

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

BIDDER SIGN HERE

  
BIDDER

  
VICE PRESIDENT

TITLE

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

NONE

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

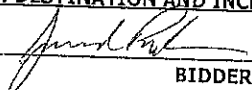
NONE

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

NONE

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

BIDDER SIGN HERE

  
BIDDER

VICE PRESIDENT  
TITLE



Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 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*

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

BIDDER SIGN HERE

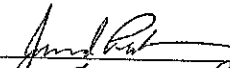
*[Signature]*  
BIDDER

*Vice President*  
TITLE

Page 3 of 4

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.

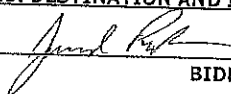
Dated: 4/30/18

Signed:   
Print Name: JOSEPH PEZDAN

Title: VICIE PRESIDENT

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

BIDDER SIGN HERE



BIDDER

VICIE PRESIDENT

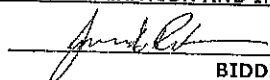
TITLE

Page 4 of 4:

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.

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

BIDDER SIGN HERE



BIDDER

Vice President

TITLE

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". No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/18

1) Proposer's Legal Name: HENRICH EQUIPMENT CO INC

2) Address of Place of Business: 412 FIELD ST W. BABYLON N.Y. 11704

List all other business addresses used within last five years:

NONE

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

Phone: 631 293 6920

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 04 920 4597

5) Federal I.D. Number: 11 2224526

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ Corporation \_\_\_\_\_ Other (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, provide details: \_\_\_\_\_

HENGLI PARTNERS LLC DBA ALTERNATE POWER SOLUTIONS

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No ☒ If Yes, provide details for each such conviction \_\_\_\_\_
- 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 conviction. \_\_\_\_\_

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

BIDDER SIGN HERE

BIDDER

Vice President

TITLE

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 occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICTS 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 CONFLICTS 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 CONFLICTS 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.

MONITOR ALL PERSONNEL AND FUTURE EMPLOYEES  
FOR ANY 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice President  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

- \* ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- \* iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; 30
- vi) Annual revenue of firm; \$8,000,000.00
- vii) Summary of relevant accomplishments - SEE ATTACHED
- viii) Copies of all state and local licenses and permits. SEE ATTACHED
- B. Indicate number of years in business. 49 YEARS
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company SEE ATTACHED.

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

		<u>TITLE</u>	<u>OWNERSHIP</u>
* ROBERT J HENRICH	57 HAMLET DR WET SINAI N.Y. 11766	CEO/PRES	90%
JOSEPH PEZDAN	1551 TANNER ST HOLBROOK N.Y. 11741	VP	5%
THOMAS MCCLAIN	65 COLUMBUS AVE SMITHTON N.Y. 11787	NO LONGER EMPLOYED	5%
ROBERT J HENRICH	2 SILVER BEECH CT POQUOTT N.Y. 11773	C.O.O.	—

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

BIDDER SIGN HERE

[Signature]

BIDDER

VP

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

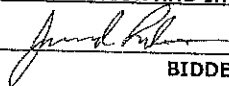
Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

BIDDER SIGN HERE



BIDDER

VP

TITLE



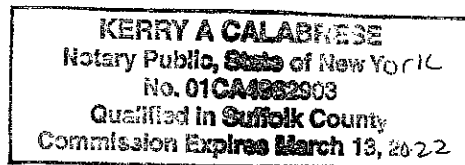
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JOSEPH PEZDAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of April 2018

Kerry A Calabrese  
Notary Public



Name of submitting business: HENRICH EQUIPMENT Co., INC

By: JOSEPH PEZDAN  
Print name

[Signature]  
Signature

Vice President  
Title

4 / 30 / 2018  
Date

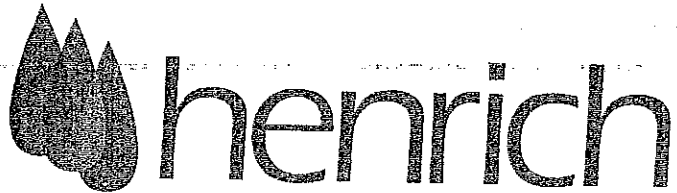
**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE [Signature]

BIDDER

VP.

TITLE



**References:**

**Sprague Energy Corporation**

Peter Hughes  
440 Mamaroneck Ave  
Harrison, NY 10524  
516-322-0834  
PHughes@Spragueenergy.com

**Nassau County Department of Public Works**

Robert Lotito  
1194 Prospect Avenue  
Westbury, New York 11590  
(516) 571-6886  
rlotito@nassaucountyny.gov

**Suffolk County Department of Public Works**

Melinda Hicks  
335 Yaphank Ave  
Yaphank, NY 11980  
(631) 852-5233  
Melinda.Hicks@SuffolkCountyNY.GOV

**New York City Department of Sanitation**

Richard Dolan  
52-35 58<sup>th</sup> Street  
4<sup>th</sup> Floor  
Woodside, NY 11377  
(718) 334-9152  
rdolan@dsny.nyc.gov

**New York City Department of Transportation**

Peter Sambalis  
55 Water Street 7<sup>th</sup> Floor  
New York, NY 10041  
212-839-8920  
psambalis@dot.nyc.gov



Call us today to order: 631.293.6920 or visit us online at [www.henrichinc.com](http://www.henrichinc.com)  
Henrich Equipment Co Inc | 42 Field St | West Babylon, NY 11704 | fax 631.293.8979

**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 ROBERT J HENRICH  
Date of birth 08 / 21 / 1954  
Home address 57 HAMLET DR  
City/state/zip MT. SINAI N.Y. 11766  
Business address 42 FIELD ST  
City/state/zip W. BABYLON N.Y. 11704  
Telephone 631 283 6920  
Other present address(es) NONE  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President 1 / 1 / 91 Treasurer \_\_\_\_\_  
Chairman of Board 1 / 1 / 91 Shareholder \_\_\_\_\_  
Chief Exec. Officer 1 / 1 / 91 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. 90% 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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_\_; If Yes, provide details.

\* 6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO \_\_\_\_\_ If Yes, provide details.

\* ALTERNATE POWER SOLUTIONS - GENERATOR SERVICE COMPANY  
**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE

[Signature]  
BIDDER

VP  
TITLE

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

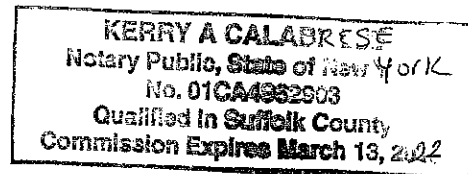
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert J Henrich, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3 day of April 2018

Kerry A Calabrese  
Notary Public



Henrich Equipment Co Inc  
Name of submitting business

Robert J Henrich  
Print name

[Signature]  
Signature

CEO/PRES  
Title

4 / 30 / 2018  
Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

VP  
TITLE

# Robert Henrich

57 Hamlet Drive  
Mount Sinai, NY 11766  
(631) 331-3290  
bhenrich@henrichinc.com

---

## EXPERIENCE

---

### CEO & President

1972 - Present

Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- 42 years Sales, Service and Management
- Field Service
- Customer Service
- Certified Tank Tester for Petro-Tite Systems
- Service Manager
- Sales and Logistics Manager

---

## EDUCATION

---

Huntington High School, Huntington

1972

Diploma

---

## QUALIFICATIONS/CERTIFICATES

---

- Past Board Member Petroleum Equipment Institute
- Underground Tank Installation License
- Nassau County Tank Installers License
- New York City Tank Installers License

## Robert J. Henrich

2 Silver Beech Ct.  
Setauket, New York 11733  
E-mail: rhenrich@henrichinc.com  
Tel: 631-413-1305

---

**Value Offered:** High energy and passion for international business. Strong background in dealing with language and cultural differences. Effective team player in a multicultural business environment. Fluent in Chinese, Spanish and English. IT and Internet savvy. Comfortable in business dealings in small, medium and large sized firms. Experience in consulting, market research and IT.

### Experience:

#### Henrich Equipment Co Inc

Fuel Dispensing Equipment Distributor & Maintenance Provider

June 2008-Present  
West Babylon, New York

#### COO

2015-Present

Responsible for the daily operation of the organization, reporting directly to the CEO.

- Manage key indicator for performance of all managerial level employees
- Develop key operational objectives to ensure smooth operations and stable growth
- Responsible for reporting financial results to CEO and accounting team

#### Director of Marketing & International Sales

2008-2015

Directed digital and customer experience initiatives across Henrich sales channels including:

- Development of ecommerce website and fully integrated backend order management system
- Launch of corporate website and VI update for company
- Established international presence through Henrich China and Spain subsidiaries

#### Andao Tea

Purveyor of Rare and Organic Chinese Teas

January 2005-June 2008  
Yunnan Province

### PRODUCT AND MARKET DEVELOPMENT

#### Senior Partner

Along with graphic designer Jake Caccia, is one of the first wholly foreign owned Asia based Specialty Tea purveyors. Through intimate contact and strong relationship building Andao has developed a full line of premium, ultra high quality organic tea products. Andao's products are currently marketed in bulk and retail in the US and Europe.

#### Dipro IT Services

Spanish Premier IT Service Provider

January - May 2002  
Madrid, Spain

### LEGAL CONSULTING SERVICES

#### Director

Created and successfully implemented a ground-up IT solution for providing data protection services in accordance with European Union regulation. Led a three member development team in executing design and development of a completely automated on-line legal consulting service. Dipro experienced clear first-mover advantages. Clientele base expanded rapidly as of implementation date.

### LEARNING EXPERIENCES

University of Vermont, School of Business Administration Fall 1998 – May 2003  
Major: Business Administration Minor: Economics  
Graduated with Honors Cum Laude GPA: 3.71  
Graduating Member of Beta Gamma Sigma, Omicron  
Delta Epsilon Economics and Golden Key Honor Societies

Yunnan Normal University, Advanced Chinese Level 1, Business Chinese 2004-2005  
Fudan University, Mandarin Chinese Summer 2002  
University of Madrid, Studied Law, Economics, Politics and Language Fall 2000 – Spring 2002



**OTHER**

Trilingual; Chinese, English and Spanish  
Photography Enthusiast



## Joseph Pezdan

1151 Tanner Street  
Holbrook, NY 11741  
(631) 676-6629  
jpezdan@henrichinc.com

**Relevant Skills/Certifications:** Containment Solutions Tank Installation Certification, Xerxes Tank Installers Certification, OSHA Hazwoper 40 Hour Certification, Standard First Aid/CPR, Associates Degree in Computer Programming.

### Experience:

**1990-Present**

#### Henrich Equipment Co., Inc.

42 Field Street, West Babylon, NY 11704

- Vice President in charge of operations
- Develop new customers for equipment and installation businesses
- Grow sales by adding new product/services to Henrich's current portfolio
- Work with Maintenance Team to ensure new business opportunities
- Prepare sales action plans and strategies geared towards target markets
- Supervisor of operation and financial departments
- Project estimating and management
- New customer development for service and sales department
- Supervisor of purchasing, manufacturer's product, and pricing structure
- New product information management and product implementation

**1984-1990**

**Restaurant Entrepreneur**

**1982-1984**

**Maintenance Manager - Snug Harbor Condominium**

**1979-1982**

**General Manager – Arcadian Gardens**



**Summary of Relevant Accomplishments:**

- **Henrich Equipment Company is a premier direct distributor for all major petroleum equipment manufactures since 1969, including Veeder Root, Gasboy, Dresser Wayne, OPW and many others.**
- **Henrich was instrumental in the approval of Veeder Root remote monitoring service with NYS DEC and all NYC municipal agencies.**
- **Henrich has supplied and installed hundreds of Veeder Root systems with municipal agencies like NYC Sanitation, Nassau County, NYC TBTA, NY & NJ Port Authority and many others.**
- **Henrich was the first Veeder Root authorized remote monitoring provider in NY State and still has monitoring contracts with many municipal agencies like NYC Sanitation, NYC DOT, NYC Police, City of New Rochelle and others.**



# NASSAU COUNTY DEPARTMENT OF HEALTH

## CERTIFICATE OF FITNESS

FLAMMABLE/COMBUSTIBLE LIQUID STORAGE TANK INSTALLER

ISSUED TO: HENRICH EQUIPMENT CO., INC.

ADDRESS: 42 Field St. West Babylon, NY 11704

EFFECTIVE DATE: 05/01/2017

EXPIRATION DATE: 04/30/2019

Issue Date: 06/21/2017 COF#: 201702

*Lawrence Eisenstein*  
Lawrence E. Eisenstein, MD, MPH, FACP  
Commissioner

DEPARTMENT OF HEALTH  
NASSAU COUNTY  
OFFICE OF THE COMMISSIONER

**Funaro, Timothy G**

**From:** Joseph Pezdan <jpezdan@henrichinc.com>  
**Sent:** Wednesday, May 16, 2018 11:22 AM  
**To:** Funaro, Timothy G  
**Subject:** RE: forms  
**Attachments:** Principal Questionnaire From.pdf

**Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

Tim,

Robert Henrich is the only person that holds a 10% or greater interest in the company, the form only requires his submittal, please see the attachment; let me know if you need anything else. Thank you.



**henrich**  
**Joseph Pezdan**

*Vice President*

t: 631.465.9454 ext.140 | m: 631.396.7463  
a: 42 Field Street, West Babylon NY, 11704  
e: [jpezdan@henrichinc.com](mailto:jpezdan@henrichinc.com) | w: [henrichinc.com](http://henrichinc.com)



The company accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

---

**From:** Funaro, Timothy G [<mailto:tfunaro@nassaucountyny.gov>]  
**Sent:** Wednesday, May 16, 2018 10:34 AM  
**To:** Joseph Pezdan  
**Subject:** forms

Joe,

For the formal sealed bid for the CMS I need the attached form filled out and returned for Robert J. Henrich Jr. The have the Pres I need one for the COO and one for your self.

Timothy Funaro  
Buyer  
Nassau County  
Office of Purchasing  
One West Street 1<sup>st</sup> floor North Entrance  
Mineola, N.Y. 11501  
Phone (516) 571-7720  
Fax (516) 571-4263  
E-Mail [tfunaro@nassaucountyny.gov](mailto:tfunaro@nassaucountyny.gov)



**PERIOD COVERED:** Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

**FIRM PRICES** Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

**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 7 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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

*Henrich Equipment Co Inc*

CLAIMANT NAME

DATE

*4/18/18*

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>

**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>

**PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

**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.

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

BIDDER SIGN HERE

*[Signature]*  
BIDDER

*VP*  
TITLE



**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 fail 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: 1 YEAR

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:

SEE AMENDMENT NO 1

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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: 365 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.

365 days.

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

BIDDER SIGN HERE

[Signature]  
BIDDER

Vice 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.

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:

GREAT DIVIDE INSURANCE CO.

Or

B) Certificate of Insurance with Indemnification agreement (hold harmless clause):

**Nassau County MUST be named as an additional insured**

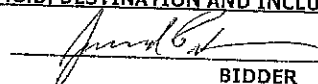
**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an Insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, 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.

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.

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

BIDDER SIGN HERE



BIDDER



TITLE

**GENERAL CONDITIONS:**

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

**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.

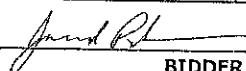
**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. 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.

**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.

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

BIDDER SIGN HERE



BIDDER



TITLE

**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 is 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.

**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.

**PARTS:**

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

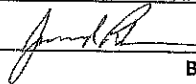
Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

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

BIDDER SIGN HERE



BIDDER



TITLE

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
83070-04178-034**

**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.

**PRICE LISTS AND DISCOUNTS:** Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

**MANUALS/IN-SERVICE VIDEO:** Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

**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.

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

BIDDER SIGN HERE

  
BIDDER

  
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 NONE DO NOT CONTAIN ANY TOXIC SUBSTANCES.

**X**

  
Signature

VP  
Title

4/30/18  
Date

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

BIDDER SIGN HERE

  
BIDDER

VP  
TITLE

**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.

**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.

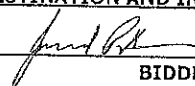
**TERMINATION PREROGATIVE:** The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

**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 foregoing 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.**

BIDDER SIGN HERE

  
BIDDER

  
VP

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 30 day of April, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

Henrich Equipment Co Inc

Address:

42 Field ST

Street:

W. Babylon

City, Town, etc:

N.Y. 11704

Telephone:

631 293-6920

Title:

VP

If applicable, responsible Corporate Officer

Name

Joseph Prada

Title

VP

Signature:

[Signature]

Sign Here

**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

[Signature]  
BIDDER

VP  
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 or 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

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**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.

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, 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 the Ordinance. Further details about the registration process may be found at

**<https://eproc.nassaucountyny.gov/SupplierRegister>**

**PRE BID SITE VISITS:** The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call \_\_\_\_\_ for an appointment to visit the site.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

## SCOPE OF WORK

The Central Monitoring System (CMS) contractor ("Contractor") for petroleum bulk storage tanks shall:

- A. Provide remote, cloud based alarm monitoring, dispatch notification, inventory monitoring, and compliance reporting, as well as all services described in this specification to support CMS monitoring, notification and reporting.
- B. Provide system start-up, troubleshooting, and repairs as necessary to existing County tank monitoring equipment for initial system calibration.
  1. It shall be the sole responsibility of the CMS Contractor to coordinate any work required by County I.T. or other outside sub-contractor, to ensure system connectivity and the ability of the CMS to monitor, notify, and report as described in detail elsewhere in this specification.
  2. System troubleshooting shall be the sole responsibility of the CMS Contractor. After determination of the trouble, CMS Contractor shall repair and/or coordinate repairs by County I.T. or other outside sub-contractor.

## BASIS OF DESIGN

- A. Basis of Design: Platform for this service requires Veeder-Root® TLS450 and TLS450 Plus with DIM configured. Connectivity will be with TLS450 Insite360 Connect device, TLS450 Plus Internal Data Logger with IP connection.
- B. Any proposed equal alternative product substitution to this specification must be submitted for review and approval by the County. Equality shall be proven by the contractor and determined in the sole judgment of the designated County representative, with written approval from the Commissioner.
- C. It is the responsibility of the Contractor to insure and provide all necessary components to insure a fully compatible and working system. The system shall be upgraded as necessary, with new features to meet the prevailing standard with no extra costs to the County.

## SYSTEM REQUIREMENTS

- A. Codes and Standards: Comply with provision of the latest edition of the following, except as otherwise indicated:
  1. National Fire Protection Association: Flammable and Combustible Liquids Code (NFPA 30), and Motor Fueling Dispensing Facilities and Repair Garages Code (NFPA 30A).
  2. International Fire Code Chapter 23 and Chapter 57 (2012)
  3. National Electric Code (NEC), Article 513
  4. NFPA 70 National Electric Codes

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

5. PEI/RP200-08 -Recommended Practices for Installation of Aboveground Storage Systems
6. ASTM A36 -Standard Specification for Carbon Structural Steel
7. ASTM A53 -Standard Specification for Pipe, Steel, Black and Hot-Dipped, ZincCoated, Welded and Seamless
8. SAE J1488 Standard Specification for diesel fuel filtration
9. Any other Code as applicable.

#### QUALITY ASSURANCE

- A. The Contractor shall be properly licensed as required by local jurisdictions, and provide evidence of sufficient experience (minimum experience of 10 years required) performing work of this nature. The contractor must be Veeder-root authorized distributor and service company (ASC).

#### PRODUCTS

- A. Products and Services are named or identified by make or model number, or other designation, and describe products as the Basis of Design. Base products and services establish the standards of type, function, in-service performance, physical properties, appearance, warranty, cost, and other characteristics required by the Project.
  1. Central Monitoring, Remote Accuchart, Extended Warranty, and other services listed below:
    - a. The Contractor shall present evidence of providing these services previously (minimum experience of 10 years required). The contractor shall provide services 24 hours a day, 7 days per week, and have staff assigned to administer and service this program
- B. Central Monitoring Services will include:
  1. Provide variance analysis. Contractor shall remotely monitor inventory and dispensing data from County's equipment. This data shall include:
    - a. Inventory data such as tank height and water, tank temperature data and tank capacity and diameter
    - b. Dispensing volume data such as volume, transaction start time, transaction end time and meter map.
    - c. Delivery data from the Automated Tank Gauge (ATG).
    - d. Bill of Lading (BOL) information received by Fuel Monitoring System (FMS).

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

2. Contractor shall then process this data.
  - a. The data will be tested against variance thresholds.
  - b. Alarms will be generated when thresholds are exceeded and sent to analysts.
  - c. Analysts will use tools to investigate excessive variance events.
3. Contractor shall then electronically transfer the data to Nassau County directly.
  - a. Events are quantified, categorized and validated when possible.
  - b. Reports and results are made available via the Insite360 portal.
  - c. Authorized users have ability to view site and delivery variance exceptions and view the variance detail along with any commentary provided by the analyst.
4. Variance shall then be categorized into the following categories:
  - a. Tank Charting – Fast accurate tank charting with analyst oversight.
  - b. Reconciliation – Hourly and period reconciliation of variance and categorization of exceptions.
  - c. Delivery Reconciliation - Variance analysis of the delivery detected by the gauge and the Bill of Lading (BOL) shall include the impact of factors such as temperature and sales.
  - d. Meter Drift Detection by Nozzle - Meter error calculated for each fueling position.
  - e. Sudden Loss Detection – An alarm will be generated for a loss in inventory detected during a period where the site is not expected to be dispensing fuel.
  - f. Temperature – Quantification and categorization of the change in inventory related to temperature change across the hour or period.
  - h. Maintenance Events – Quantification and categorization of variance resulting from maintenance events (i.e. meter calibrations, tank inspections).
  - i. Equipment Failures – Quantification and categorization of variance resulting from equipment issues (i.e. meter problems, valves, blenders).
  - j. Operational problems – Quantification and categorization of variance resulting from operational problems (i.e. low product, overfill).
5. Fuel Visibility service provides access to inventory, deliveries, alarms, compliance reporting from networked Automated Tank Gauge (ATG) systems using the Insite360 Fuel web portal. The following services shall be included, as a minimum:

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

BIDDER SIGN HERE

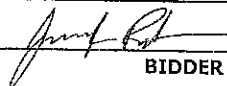
  
BIDDER

  
TITLE

- a. Inventory Reporting-Insite360 will remotely collect inventory data from all ATG at enrolled sites based on the Customer's defined polling schedule. Polling four times per 24-hour period is included. Contractor shall utilize automated ATG polling to gather the data from Customer's sites and shall consolidate the available data to be viewed on the Insite360 portal and standard reports. The data shall also be provided in electronic file format (.pdf, .html, .csv) and available for download via Insite360 Fuel Visibility.
  - b. Available data includes: Fuel Volume, Water Volume (if equipped with water float detection probes), Ullage, and Fuel Temperature. All volumes shall be numerically and graphically indicated.
6. Alarm Reporting will remotely collect alarm events generated by the on-site Veeder-Root ATG console for hardware, sensor, and communication alarms. The Veeder-Root ATG must be programmed to dial out to the Insite360 Alarm Servers when the on-site console generates an alarm. The Insite360 Alarm server will categorize alarm events by type and detailed in network and site level reports.
  - a. All alarms are automatically archived and available via site level reports through Insite360 with alarm history for up to 36 months.
  - b. Tank Alarm categories to receive in real-time and the balance will be available via reports and data archives.
7. Inventory Reporting shall use Insite360 and shall remotely collect inventory data from all ATGs at enrolled sites based on the Customer's defined polling schedule. Contractor shall utilize automated ATG polling to gather the data from Customer's sites and shall consolidate the available data to be viewed on the Insite360 portal and standard reports. The data will also be provided in electronic file format (.pdf, .html, .csv) and available for download via Insite360 Fuel Visibility for the County designated Fuel Program Manager. Available data includes:
  - a. Fuel Volume.
  - b. Water Volume (if equipped with water float detection probes).
  - c. Ullage.
  - d. Fuel Temperature.
  - e. All volumes indicated numerically and graphically.
8. Alarm Reporting shall use Insite360 and shall remotely collect alarm events generated by the on-site Veeder-Root ATG console for hardware, sensor and communication alarms. The Veeder-Root ATG must be programmed to dial out to the Insite360 Alarm Servers when the on-site console generates an alarm. The Insite360 Alarm server will categorize alarm events by type and detailed in network and site level reports.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

9. All alarms shall be automatically archived and available via site level reports through Insite360. Insite360 will store data on site alarm history for up to 36 months. Data older than 12 months is archived and is available upon request. For gauges without the ability to dial from the site to the Insite360 Alarm server on an automated basis, the Insite360 Operations Center will poll each site once per day to retrieve the alarms. Increased polling frequency is as an additional service option.
10. Nassau County can choose Priority Alarms and Tank Alarm categories to receive in real-time and the balance will be available via reports and data archives.
11. Alarms generated shall be viewed by the technician at the 24 X 7 support center. The technician shall undertake any remote diagnosis, troubleshooting and/or repair in response to incoming alarms and shall inform the designated County Fuel Program Manager of the issue who shall schedule to fix/resolve any site tank gauge related problems.
12. Compliance Reporting shall use Insite360 and shall remotely poll fueling sites to collect, store and report compliance test results for each tank, line and sensor enrolled in the service. Contractor shall collect and report test results from the ATG. Tank results will include ATG 0.2 gallon per hour (gph) i.e., Continuous Statistical Leak Detection (CSLD), and annular sensor tests. Line tests results shall include monthly or annual electronic line leak detection if equipped or sump sensor results, monthly or annually. Sensor types include dispenser pan, piping sump, interstitial and monitoring well sensors if equipped.
13. The Monthly Compliance Report will be part of the furnished services. Contractor shall remotely poll fueling sites to collect, store, and report test results for each tank, line, and sensor enrolled in the service. The Monthly Compliance Report shall be available via Insite360. The Monthly Compliance Report includes the following data:
  - a. Tank results by tank test type.
  - b. Line leak detection results by line.
  - c. Status of sensor(s) not used for tank and line compliance.
14. Alarm Monitoring and Dispatch Notification shall include:
  - a. 10 and 30 Day Compliance Reporting.
  - b. Poll the sites every 10 and 30 days and report the results at the designated frequency in the Compliance Report.
15. Poll Now Inventory shall be included, and enable users to remotely poll ATG consoles on demand to get updated site inventory data. Once completed, the updated inventory data for the site can be viewed using the Insite360 portal and site inventory reports. Nassau County can manually poll a site for updated inventory data on an unlimited daily basis up to once approximately every 10 minutes for sites using TCPIP communication.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE



16. Basic Inventory Reconciliation Reporting shall be completed on Veeder-Root TLS ATG that automatically collect dispensing data, in-tank inventories and deliveries, and reconciles the totals at the end of each shift, day, and month. In order for Business Inventory Reconciliation (BIR) to function, TLS consoles must have BIR enabled and have the appropriate Dispenser Interface Modules. For Nassau County sites where BIR is enabled and properly functioning on ATG consoles, Insite360 will remotely poll the on-site console according to the County's defined reporting frequency to automatically access information needed to conduct the reconciliation. Nassau County will select from among the following options within the BIR module:
- a. Periodic Reconciliation
  - b. Monthly Reconciliation
17. Based on Nassau County's defined reconciliation period, Contractor shall schedule automated polling routines to remotely connect to the site and retrieve the data stored in the TLS consoles. To access the reports via Insite360, Nassau County can enter the start and end dates for each reconciliation period for the enrolled sites. Once Nassau County selects a date range, the report will show reconciliation for the range selected.
18. Insite360 Managed Services shall use the networked automated tank gauge systems (ATG) at the sites to provide the County with certain notice services and access to the Insite360 FMS Web Portal for visibility of various reports related to the service. Alarm Monitoring and Dispatch Notification will be managed by Insite360. The Insite 360 Alarm Management System shall remotely monitor alarm events generated by the on-site console for hardware, software, sensors and communication alarms. All alarms are automatically archived and the Nassau County designated contact shall be notified. This Managed Service will call out on the specific alarm as well as gauges that require the Insite360 Service Center to manually poll for alarm events. For gauges without the ability to dial from the site to the Insite360 System on an automated basis, the Insite360 Service Center shall poll each site once per day to retrieve the alarms. The Insite360 Operations Center shall monitor, remotely diagnose, troubleshoot and attempt to identify problems in order that appropriate responses can be initiated for the alarm conditions at a site. If the Insite360 Operations Center Technician is unable to resolve the problem remotely and determines that an on-site visit (a.k.a. dispatch) is required, the Technician will notify the designated County Fuel Program Manager.
- a. Alarm Categories shall include:
    1. Tank Delivery Needed Warning
    2. Tank Low Product Alarm
    3. Tank High Product Alarm
    4. Tank High Water Alarm
    5. Tank High Water Warning
    6. Tank Maximum Product Alarm
    7. Tank Overfill Alarm
    8. LLD Fuel Out Alarm
    9. Containment Alarm
    10. Diagnostics Alarms
    11. Communication Alarms
    12. External Alarm
    13. Probe Out Alarm

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

14. Internal Alarm
  15. BIR Alarm
  16. ISD/EVR Alarm
  17. Compliance Alarm
19. Compliance Management by Veeder-Root will remotely poll fueling sites to collect, store and report test results for each tank, line, and sensor enrolled in the service. Veeder-Root will remotely identify, diagnose, troubleshoot and attempt to resolve non-passing leak detection test results to deliver valid leak detection (line, tank, and sensor) reports. It will be combined with Alarm Monitoring and Dispatch Notification. If the fuel management analyst is unable to resolve the problem and determines that an on-site visit (a.k.a. dispatch) is required, he/she will notify the Nassau County designated contact as defined in the Alarm Monitoring and Dispatch Notification service.
20. Historical records shall be kept securely on-line for safe keeping and future access.
21. Central Monitoring System and Veeder-Root obligations:
- a. Remotely poll fueling sites to collect, store and report test results for each tank, line and sensor enrolled in the service.
  - b. Include, for applicable tanks, test results for the corresponding interstitial sensor status, or ATG 0.2 gallon per hour (gph) test via a proprietary Continuous Statistical Leak Detection (CSLD) that utilizes small periods of quiet time (no dispensing) to collect tank inventory level information and performs an analysis to estimate a current leak rate of the tank.
  - c. Include for lines, either a 0.1 gph annual test result –or- 0.2 gph monthly test result for electronic line leak detection, if equipped, or sump sensor results for lines without electronic line leak detection where Nassau County has requested to utilize the sump sensor as the form of compliance.
  - d. Testing for the following sensor types: dispenser pan, piping sump, interstitial and monitoring well sensors, if equipped.
  - e. Identify, and attempt to resolve problems remotely to deliver valid tank and line compliance leak detection results. If the fuel management analyst is unable to resolve the problem and determines that an on-site visit (aka dispatch) is required, he/she will notify Nassau County.
  - f. Provide Nassau County with real time access to the current and prior month's site compliance history via the Insite360 Web Portal. Reports Provided: VR101 – FMS Site Compliance Report; and VR102 – FMS Monthly Summary Report (Passing – Not Passing).
22. 10 and 30 Day Compliance Management shall be furnished. Insite360 will poll the sites every 10 and 30 days and report the results at the designated frequency in the Compliance Report. If any of these Sites have non-passing results, then the Insite360 Operations Center will initiate remote diagnostics and troubleshooting.
- a. Additional Compliance Test Result: If a site is running multiple Compliance tests, Insite360 can collect, monitor, and shall report the test results. If any of these Sites have non-passing results, then the Insite360 Operations Center shall initiate remote diagnostics and troubleshooting.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

23. Business Inventory Reconciliation (BIR) Plus Report shall be furnished by Insite360. BIR reports based on Throughput, Delivery and Capacity thresholds will be available at a specified frequency. All reports are available through the Insite360 FMS Web Portal through which Nassau County can access reports specifically designed for this service.
24. Extended Warranty from the manufacturer will apply to all new and existing Veeder-Root Equipment maintained in accordance with the standard written warranty provided with Veeder-Root equipment and will be warranted for repair and/or replacement to include all labor cost. Veeder-Root will provide a range of services designed to help Nassau County minimize the administrative costs associated with service contractor management as well as help Nassau County establish a fixed cost budget for maintenance and replacement of Veeder-Root manufactured equipment. The warranty applies only when equipment is installed in accordance with manufacturer's specifications. The warranty will not apply to any equipment, which has been subjected to misuse, negligence or accident or misapplied; or used in violation with product manuals, instructions or warnings; or modified or repaired by unauthorized persons; or improperly installed. The local Veeder Root distributor, being both Veeder Root ASC with multiple Level 4 technicians shall have access during Nassau County's regular working hours to work on the equipment after proper notice.
25. Procedure for Providing Maintenance:
- a. The standard Veeder-Root warranty dispatch procedures shall apply to all maintenance calls.
  - b. The local Veeder Root distributor, being both Veeder Root ASC with multiple Level 4 technicians, shall have appropriate replacement parts and tools to accomplish the required repairs on the first trip.
  - c. All parts must be returned to Veeder-Root. The local Veeder Root distributor, being both Veeder Root ASC and Level 4 technician, will be familiar with, and follow at all times, the Veeder Root-Nassau County protocol
26. Virtual Private Network (VPN) Service will created by local Veeder Root distributor establishing a virtual point-to-point connection through the use of virtual tunneling protocols, and traffic encryption. VPN provides an extremely secure connection between Insite360 and the County's private networks. It allows Insite360 to communicate with the ATG as if it were on the same secure, local network. Nassau County will have final review and acceptance of VPN.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE



Melissa Gallucci  
Commissioner of Shared  
Services

**OFFICE OF PURCHASING**

1 West Street  
Mineola, NY 11501  
(516) 571-7720  
Fax (516) 571-4263

**AMENDMENT NO. 1**

**FORMAL SEALED BID NO 83070-04178-034**

**FOR: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks**

**ISSUED: April 05, 2018**

**OPENING: April 17, 2018**

**TO ALL BIDDERS:**

- 1) This formal sealed bid has been postponed until May 03, 2018 @ 11 AM E.D.S.T
- 2) Line 8 should read Lump Sum for Advance Variance Analysis thru Insite 360 Managed Services (or approved equal) \$ SEE LINE 8 ON PRICING PAGE 52
- 3) Add to specifications the following:  
Extended Warranty 40.00 PER SITE PER MONTH  
Upgrade of External Data Logger \$ 250.00 EACH  
Labor hourly rate Monday thru Friday between 7:30 AM and 3:30 PM \$ 106.00  
Material Rate  
Manufacture's list price less 10%  
Cost plus 15%

*Joseph Pezzano*  
JOSEPH PEZZANO V.P.

- 2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.
- 3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

**OFFICE OF PURCHASING**

Michael Schlenoff  
Director of Purchasing

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
83070-04178-034

**Pricing**

Item No.	Type	Feature	Amount Bid	
			Dollars	Cents
01	One-Time Fee (per Site) Up to 100 sites	LUMP SUM required for setup of Automated Tank Gauge (ATG) monitoring, for existing County tank monitoring equipment.	0	00
02	One-Time Fee (per Site) up to 100 sites	LUMP SUM for implementation of setup (off-site Central Station Monitoring), for existing County operation.	250	00

TOTAL AMOUNT ONE-TIME FEES BID (Items number 01 and 02 for 85 Sites): \$ 21,250.00

TOTAL AMOUNT ONE-TIME FEES BID (MUST BE WRITTEN IN WORDS): TWENTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO

Item No.	Type	Feature	Amount Bid	
			Dollars	Cents
03	Monthly Fee (per Site)	LUMP SUM for Basic Insite 360 (or approved equal) visibility.	20	00
04	Monthly Fee (per Site)	LUMP SUM for Basic Insite 360 (or approved equal) Inventory Reconciliation Reporting.	0	00
05	Monthly Fee (per Site)	LUMP SUM for Alarm Monitoring and Dispatch Notification thru Insite 360 Managed Services (or approved equal).	75	00
06	Monthly Fee (per Site)	LUMP SUM for Business Inventory Reconciliation System Management thru Insite 360 Managed Services (or approved equal).	0	00
07	Monthly Fee (per Site)	LUMP SUM for weekly/monthly Compliance Management thru Insite 360 Managed Services (or approved equal).	17	00
08	Monthly Fee (per Site)	LUMP SUM for the Daily Loss Advisor thru Insite 360 Managed Services (or approved equal). <u>ADVANCE VARIANCE ANALYSIS PER AMENDMENT</u>	120	00
09	Monthly Fee (per Site)	LUMP SUM for Business Inventory Reconciliation Plus Report thru Insite 360 Managed Services (or approved equal).	14	97

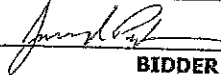
TOTAL AMOUNT MONTHLY FEES BID (Items number 03 thru 09 for 85 Sites): \$ 20,992.45

TOTAL AMOUNT MONTHLY FEES BID (MUST BE WRITTEN IN WORDS): TWENTY THOUSAND NINE HUNDRED NINETY TWO DOLLARS AND FORTY FIVE CENTS

**BID SECURITY:** Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of The Instructions to Bidders.

Additional services, locations, equipment and labor costs can be added to this contract with written quote and amendment.

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

BIDDER SIGN HERE   
BIDDER

VP  
TITLE

**LE: CENTRAL MONITORING SYSTEM WITH REPORTING  
FOR PETROLEUM BULK STORAGE TANKS**

$$\begin{array}{r} \$355.10 \text{ per site} \\ 85 \text{ sites} \\ \hline \$30,183.50 \text{ per month} \end{array}$$

Date 5/3/18 Andrew Charles Jackson



## FORMAL BID RECOMMENDATION

BID NUMBER 83070-04178-034

OPEN May 03, 2018

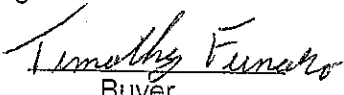

TITLE: Central Monitoring System with Reporting for Petroleum Bulk Storage Tanks

DATE: May 07, 2018

TO: BUYER - Timothy Funaro

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: May 07, 2018 To: Supervisor From: Buyer Timothy Funaro		Bid Results	
List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		Item	Bidder
 Buyer			Recommend an award be given to Henrich
			Equipment Co. Inc. as the lowest responsible bidder meeting specifications and bid terms. <b>SEE ATTACHED</b>
Date: _____			
To: Director From: Supervisor			
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)			
Date: <u>5/7/18</u>			
To: Buyer From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
NO <input type="checkbox"/> Subject to Legislature Approval			
YES <input checked="" type="checkbox"/> Subject to Legislature Approval			
 Director			

It is further recommended that this service be added to Blanket order BPNC18000057 which was created from formal sealed bid number 10031-11227-172. As part of the specifications of formal sealed bid number 10031-11227-172 additional services, tanks, locations, maintenance and repairs can be added with written quote and amendment, formal sealed bid number 10031-11227-172 is believed to meet this requirement. There are a few additional reasons for this formal sealed bid 10031-11227-172 has already been approved by the Nassau County Rules Committee this would save time and money by eliminating the need to bring formal sealed bid 83070-04178-034 to the rules committee and would allow for faster implementation of this contract. The two are companion contracts to each other, there would be one contract instead of two and they would expire at the same time and would be able to be rebid at the same time again saving money and time.



Parts: the purchasing of parts will be allowed on this contract at:

Manufacture list price minus \_\_\_\_\_ %

Cost plus \_\_\_\_\_ %

There is no mileage or travel time allowed.

Rental of specialized equipment will be at blue book rate with no mark ups allowed.

Additional services, tanks, locations, maintenance and repairs can be added to this contract with written quote and amendment.

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

BIDDER SIGN HERE

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
TITLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

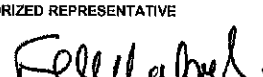
PRODUCER	CONTACT NAME: Diane Privitera PHONE (A/C, No, Ext): 631-581-5555 E-MAIL ADDRESS: diane@malpigliins.com FAX (A/C, No): 631-581-3030
Malpigli & Associates Ins. Agency, Inc. 3311 Sunrise Highway Islip Terrace, NY 11752	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: AmGuard Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	NAIC # 25224 25011
Henrich Equipment Co Inc. 42 Field St West Babylon, NY 11704	

COVERAGES CERTIFICATE NUMBER: 00000000-8318502 REVISION NUMBER: 264

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ECP2016419-12	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000/ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HEAU823212	06/05/2018	06/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			FFX2016421-12	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	per claim 3,000,000
A	Contractor Pollution			ECP2016419-12	11/18/2017	11/18/2018	aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BPO Id#- BPNC12000146. Nassau County is included as additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Nassau County Office of Purchasing One West Street Mineola, NY 11501	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  (DIP)

© 1988-2016 ACORD CORPORATION. All rights reserved.



Nassau County  
Office of Purchasing

A-40-2018

Staff Summary A-40-2018

Subject: Cesspool Cleaning (S/B # 96220-05038-047)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature: <i>Melissa Gallucci</i>

Date: May 25, 2018
Vendor Name: United Cesspool Services, Inc.
Contract Number: A-40-2018
Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
<i>H/W</i> <i>7/23/18</i>	Budget	<i>7/19/18</i>	County Atty.
	Deputy C.E.		County Exec.

**Narrative**

**Purpose:** To authorize and award a blanket purchase order for Cesspool Cleaning for various Nassau County Agencies.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid. One (1) vendor submitted a bid. United Cesspool Services, Inc., located in Oakdale, New York and in Nassau County submitted bids for all the items.

**Impact on Funding:** The estimated annual cost of this contract over One Hundred Thousand Dollars (\$100,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends an award be given to United Cesspool Services, Inc. as the lowest responsible bidder meeting specifications.

APPROVED:

*[Signature]* 7/19/18

INSURANCE SECTION

(DATE)

DEPT. OF THE TREASURY AND  
REVENUE ADMINISTRATION

JUL 23 2018

RULES RESOLUTION

2018

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES AND UNITED CESSPOOL SERVICES, INC

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 96220-05038-047 for Cesspool Cleaning for Various Nassau County Agencies as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, United Cesspool Services, Inc. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with United Cesspool Services, Inc.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

- None -

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: United Cesspool Service Inc

Dated: 4.30.18

Signed: Robert T. McNamee

Print Name: Robert T. McNamee

Title: Career



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.

None

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

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

BIDDER SIGN HERE

R. McCreary  
BIDDER

V. Pres.

TITLE

Page 2 of 4

*None*

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 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*

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

BIDDER SIGN HERE

*R. McLean*  
BIDDER

*V. Pres*

TITLE

Page 3 of 4

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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

If yes, to what campaign committee? If none, you must so state:

None

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.

Dated: 4.30.18

Signed:

Robert T. McInerney

Print Name:

Robert T. McInerney

Title:

V. Pres.

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

BIDDER SIGN HERE

R. McInerney

BIDDER

V. Pres.

TITLE



Page 4 of 4:

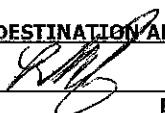
**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.

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

BIDDER SIGN HERE



BIDDER



TITLE

**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 Robert T. McInerney  
Date of birth 05 / 24 / 1965  
Home address 127 South Ocean Avenue Unit N  
City/state/zip Pittsford, N.Y. 11772  
Business address P.O. Box 416  
City/state/zip Orangetown N.Y. 11769  
Telephone 631-750-6000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
☒ Vice President 01 / 10 / 08 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. 50% ownership of United Cesspool Service Inc
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes, provide details.

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

BIDDER SIGN HERE

R. McInerney  
BIDDER

R. McInerney  
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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

BIDDER SIGN HERE

BIDDER

TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert T. McHenry, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of April 2018



Lisa A Ravener  
Notary Public

United Cesspool Service, Inc

Name of submitting business

Robert T. McHenry

Print name

Robert T. McHenry

Signature

P. Pres

Title

04 / 30 / 18

Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

[Signature]  
TITLE

**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 W. STALLANTE  
Date of birth 06/26/1957  
Home address 30 DOGES TROAI-  
City/state/zip LINDENHURST, NY, 11757  
Business address PO BOX 416  
City/state/zip OAKDALE, NY, 11769  
Telephone 631-750-6000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 01/10/08 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. 50% OWNERSHIP OF UNITED CESSPOOL SER., INC.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO ☒ If Yes, provide details.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.

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

BIDDER SIGN HERE

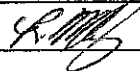
BIDDER

TITLE

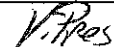
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

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

BIDDER SIGN HERE



BIDDER



TITLE




**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael W. Stallone, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

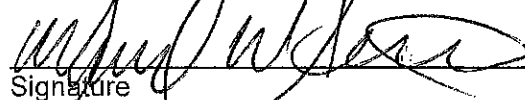
Sworn to before me this 30<sup>th</sup> day of APRIL 2018

  
Notary Public

GARY R. SISK  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 02814688525  
Qualified in Suffolk County  
Commission Expires June 30, 2019

Unites Cesspool Service Inc  
Name of submitting business

Michael W. Stallone  
Print name

  
Signature

President  
Title

4 / 30 / 18  
Date

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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". No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/30/18

1) Proposer's Legal Name: United Caspool Services Inc

2) Address of Place of Business: 1485 Montauk Hwy Oakdale, NY 11769

List all other business addresses used within last five years:

3) Mailing Address (if different): P.O. Box 416 Oakdale, NY 11769

Phone: 631-750-6000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01-729-8117

5) Federal I.D. Number: 80-0151807

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other  
(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, provide details: \_\_\_\_\_

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

BIDDER SIGN HERE

[Signature]

BIDDER

[Signature]

TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No ☒ If Yes, provide details for each such conviction \_\_\_\_\_
- 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 conviction. \_\_\_\_\_

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

BIDDER SIGN HERE

BIDDER

TITLE

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 occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No ☒ If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict arise we would seek guidance from the County and then take steps to correct the situation.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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

BIDDER SIGN HERE

[Signature]  
BIDDER

[Signature]  
TITLE

# *United Cesspool Service, Inc.*

---

April 30, 2018

United Cesspool Service Inc.  
PO Box 416  
Oakdale, New York 11769

**FEIN #** 80-0151807

**Incorporated:** in January 2008, as an S-Corp.

**State of Incorporation:** New York.

**Employees:** 11

**Annual Revenue:** \$3,500,000

**Principals:**

Michael W. Stallone -30 Doges Promenade Lindenhurst NY 11757 – President 50% Owner

Robert T. McInerney 127 S. Ocean Avenue / Unit N Patchogue NY 11757 – V. President 50% Owner

Mr. Stallone and Mr. McInerney have each been in the Liquid Waste hauling and Septic Service industry for over 30 years.

United Cesspool Service Inc. provides service for a broad array of customers from the Commercial, Industrial, and Municipal markets.

With annual revenue in excess of 3.5MM United Cesspool Service Inc. has the personnel, equipment, and financial resources to handle contracts of this size and scope.

Should you require any additional information please do not hesitate to contact us.

Best Regards,



Robert T. McInerney  
United Cesspool Service Inc

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Long Island Railroad

Contact Person Daphne Reere Louis - Contract Specialist

Address 144-41 94<sup>th</sup> Avenue, 3<sup>rd</sup> floor

City/State Jamaica, NY 11435

Telephone 718 725-2670

Fax # —

E-Mail Address dplouis@lirr.org

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

BIDDER SIGN HERE

R. McCreary  
BIDDER

V. Pres.

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
96220-05038-047

Company Nature's Bounty Vitamin Corp (NBTC)  
Contact Person Lance Sirota  
Address 2100 Smithtown Blvd  
City/State Selden NY 11716  
Telephone (718) 350-1379  
Fax # ~~(718) 350-1379~~  
E-Mail Address lance.sirota@abm.com

---

Company Long Island Developmentally Disabled Service Office (LDDSO)  
Contact Person German, Seelano  
Address 45 Mall Drive  
City/State Commack, NY  
Telephone 631 326-4414  
Fax # —  
E-Mail Address German.Seelano@OPWDD.NY.GOV

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

Date: May 24, 2018

Bid #96220-05038-047

Buyer: Kimberly Stanton

Vendor: United Cesspool Services, Inc.  
PO Box 416  
Oakdale, NY 11769

### **Confirmed References**

- 1) Long Island Railroad (LIRR)  
Email from Daphna P Louis ( [dplouis@lirr.org](mailto:dplouis@lirr.org) ) (718) 725-2670  
Vendor, United Cesspool – “Services are excellent. Punctuality, reliability, emergency call response time and flexibility is satisfactory. So far their integrity and ease to work with is outstanding.”
- 2) Natures Bounty Vitamin Corp  
Email from Lance Sirota ( [lance.sirota@abm.com](mailto:lance.sirota@abm.com) ) (718) 350-1379  
Vendor, United Cesspool – “Nothing but good!!! We have used them for years and are extremely happy on all accounts.”
- 3) Long Island Developmentally Disabled Service Officers  
Email from German Seranno ( [german.seranno@opwdd.ny.gov](mailto:german.seranno@opwdd.ny.gov) ) (631) 326-4414  
Vendor, United Cesspool - “Has been one of the most reliable vendors we have. Anytime we need service, they show up and do a good job. LIDDSO Homes have no complaints with this vendor.”



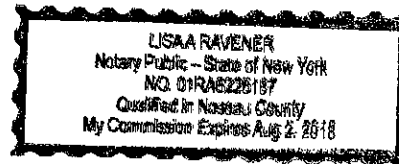
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert T. McInerney, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of April 2018

[Signature]  
Notary Public



Name of submitting business: Unites Cesspool Service Inc

By: Robert T. McInerney

Robert T. McInerney  
Print name

[Signature]  
Signature

V. Pres.

Title

4, 30, 18

Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

V. Pres.

TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: United Cesspool Service Inc  
Address: P.O. Box 416  
City, State and Zip Code: Oakdale New York 11769
2. Entity's Vendor Identification Number: 80-0151807
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ S-Corp ☐ Other (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):

Michael W. Stallone - 30 Doges Promenade Lindenhurst, NY 11757 50%  
Robert T. McInerney 127 S. Ocean Ave Unit N Patchogue, NY 11772 50%

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

None

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

BIDDER SIGN HERE

R. McInerney

BIDDER

V. Pres.

TITLE

Page 2 of 4

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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

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

BIDDER SIGN HERE

R. M. Drury  
BIDDER

V. Pres.  
TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/30/18

Signed: Robert T. McInerney  
Print Name Robert T. McInerney  
Title: V. Pres.

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

BIDDER SIGN HERE

[Signature]  
BIDDER

V. Pres.  
TITLE

Page 4 of 4:

**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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-40-2018**  
**FROM:** MELISSA GALLUCI-COMMISSIONER OF SHARED SERVICES  
**DATE:** JULY 18, 2018  
**SUBJECT:** RESOLUTION-VARIOUS NASSAU COUNTY AGENCIES

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY AGENCIES TO UNITED CESSPOOL SERVICES INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE CESSPOOL CLEANING FOR VARIOUS NASSAU COUNTY AGENCIES.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND 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



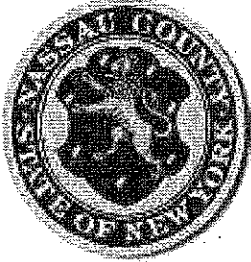
OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: MAY 3, 2018 AT 11 A.M.  
BID NO: 96220-05038-047  
REQ. NO: N/A  
TITLE: CESSPOOL CLEANING

ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD	
																	AWARD TO NO.	AMOUNT
1	CESSPOOL PUMPING		GAL	0.165														
2	ADDING CHEMICAL TO CESSPOOL		GAL	125.00														
3	ROTOR ROOTING OF CESSPOOL		FT	3.50														
4	GREASE TRAPS: PUMPING OUTLINE CONDUCTION W/ REG CALL		GAL	0.395														
5	GREASE TRAPS: PUMPING OUTLINE CONDUCTION W/ REG CALL		GAL	0.395														
6	PUMPING OF RAINWELL		GAL	0.165														
7	SEPTIC TANKS: PUMPING OUTLINE CONDUCTION W/ REG CALL		GAL	0.165														
8	SEPTIC TANKS: PUMPING OUTLINE CONDUCTION W/ REG CALL		GAL	1.165														
9	AERATION		CESSPOOL	95.00														
10	REPLACING BROKEN TRAP CAP		EA	25.00														
11	LOCATING, DIGGING UP & TUBING OF CESSPOOLS		FT	85.00														
12	BACK WASHING		CESSPOOL	95.00														
13	SEWER JETTING		LINE	350.00														
14	AUGERING TOILET BOWLS		EA	175.00														
15	OPENING OF PIPES TO REMOVE OBJECTS		EA	300.00														
16	USE OF FIBER OPTIC TRANSMISSION		EA	350.00														
B1	REGULAR HOURLY RATE		HR	120.00														
B2	EACH ADDITIONAL 1/4 HOUR		1/4 HR	30.00														
PARTS B3	MANUFACTURER'S LIST PRICE (MLP) LESS		%	0%														
B4	COST PLUS %		%	25%														
OT B4	MINIMUM CHARGE (IF ANY)		\$	350.00														
B5	REGULAR HOURLY RATE		HR	240.00														
B6	EACH ADDITIONAL 1/4 HOUR		1/4 HR	60.00														
PREPARED BY																		

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 5/3/18 Claudia Colasurdo Technical  
PUBLIC BID OFFICER Conclash

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 96220-05038-047
	<b>COUNTY OF NASSAU</b>  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		Dated: 04/19/18
			BID OPENING DATE 05/03/2018 11:00 A.M. E.D.S.T.
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CESSPOOL CLEANING

- 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 BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH 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 1% 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:  VARIOUS COUNTY AGENCIES	GUARANTEED DELIVERY DATE  DAYS AFTER RECEIPT OF ORDER  EMPLOYERS FEDERAL TAX ID NUMBER <u>80-051801</u>
--	--

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>United Cesspool Service Inc.</u>			
ADDRESS <u>PO Box 416</u>			
CITY <u>Oakdale</u>	STATE <u>N.Y.</u>	ZIP CODE <u>11769</u>	TELEPHONE <u>631-750-6000</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>Robert T. McInerney</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Robert T. McInerney</u>	

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

1. 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.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. 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.
4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. 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 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.

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: United Cesspool Service Inc  
Address: PO. Box 416 Oakeale, NY 11769  
Telephone No: 631 750-6000 Fax No: 631-750-6002

1. State Whether: A Corporation ✓  
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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: United Cesspool Service Inc

ADDRESS: PO Box 416 Oyster Bay, NY 11769

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

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT Michael W. Stallone • 30 Days Promenade Linstead NY 11757

VICE PRESIDENT Robert T. McInerney 122 S. Ocean Ave. Patchogue NY 11772

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes  
IF SO WHEN? \_\_\_\_\_

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

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? N/A

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
<u>M. Stallone</u>	<u>President</u>	<u>35</u>		<u>Owner</u>
<u>R. McInerney</u>	<u>V. President</u>	<u>35</u>		<u>Owner</u>

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

We are the incumbent service provider

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

BIDDER SIGN HERE

R. McInerney  
BIDDER

V. Pres  
TITLE

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

Michael W. Stallone President  
Robert T. McHenry V. President

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: Long Island Railroad

ADDRESS: All Long Island Railroad stations - 39 locations

TELEPHONE: (917) 725-2670 CONTACT PERSON Daphnie Freere Lewis

CONTRACT DATE: June 2017 through Dec 2018

2. REFERENCE'S NAME: Norfolk County (NCTY)

ADDRESS: 105 Oreville Drive  
Bohemia NY

TELEPHONE: (718) 350-1379 CONTACT PERSON Lance Sirota

CONTRACT DATE: 3/2013 - present

3. REFERENCE'S NAME: Tates Bakery

ADDRESS: 62 Pine Street  
E. Mastic NY

TELEPHONE: 631 780-6511 CONTACT PERSON Victor Rosario - Director of Maint Ops.

CONTRACT DATE: 4/2017 through present

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

BIDDER SIGN HERE

R. McHenry  
BIDDER

V. Pres  
TITLE

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.

Robert T. McCreary, United Construction Co., Inc.

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

BIDDER SIGN HERE

R. McCreary

BIDDER

V. Pres.

TITLE

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, upgrading's, 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, upgrading's, 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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

(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, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term

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

BIDDER SIGN HERE



BIDDER



TITLE

"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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE



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.

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

BIDDER SIGN HERE



BIDDER



TITLE

**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.

**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.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing CESSPOOL CLEANING service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

**PERIOD COVERED:** Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.**

**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** \_\_\_\_\_ **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.

**PARTICIPATION BY POLITICAL SUBDIVISIONS:** The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

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

**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.

**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**

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

**BIDDER SIGN HERE**

  
BIDDER

  
TITLE

**PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

**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.

365 days.

**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.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**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.

**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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**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>

**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>

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**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 fail 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: \_\_\_\_\_

N/A

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:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**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: Old Dominion Ins. WIV 85063

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): \_\_\_\_\_

**NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED**

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

BIDDER SIGN HERE

BIDDER

TITLE

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

**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.

**PRICE LISTS AND DISCOUNTS:** Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

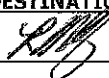
**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts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

**MINIMUM ORDERS:** There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

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

BIDDER SIGN HERE



BIDDER



TITLE

**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.

**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.**

BIDDER SIGN HERE

  
BIDDER

  
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 \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

**X**   
Signature

  
Title

4/30/18  
Date

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

BIDDER SIGN HERE

  
BIDDER

  
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 30 day of April, 20 18 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor:

United Cesspool Service Inc

Address:

P.O. Box 416

Street:

City, Town, etc:

Oakdale N.Y. 11769

Telephone:

631-750-6000

Title:

If applicable, responsible Corporate Officer

Name

Robert T. McInerney

Title

V. Pres

Signature:

Robert T. McInerney

Sign Here

**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

R. McInerney

BIDDER

V. Pres

TITLE

**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

---

---

---

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

**FURTHERMORE:**

That we authorize

---

---

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE



BIDDER



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

NY STATE LABOR LAW

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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.

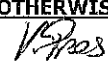
Living Wage

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

BIDDER SIGN HERE



BIDDER



TITLE

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

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"

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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) 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:

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

BIDDER SIGN HERE

BIDDER

TITLE

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

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.

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE



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:

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

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

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 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.

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

BIDDER SIGN HERE

BIDDER

TITLE

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"

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

BIDDER SIGN HERE

  
BIDDER

  
TITLE

**FIRM PRICES:** Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

**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.

**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.

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, 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 the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

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

BIDDER SIGN HERE

BIDDER

TITLE

**SPECIFICATIONS/PRICING:**

**CESSPOOL CLEANING GENERAL REQUIREMENTS**

- 1 CONTRACTOR SHALL PERFORM ONLY THE SERVICES SPECIFICALLY STATED IN THIS BID UNLESS FORMAL AMENDMENTS AUTHORZE ADDITION OR DELETION OF SERVICE.
- 2 ALL CHEMICALS ADDED TO CESSPOLS SHALL BE OF STANDARD COMMERCIAL QUALITY AND SHALL BE ENVORONMENTALLY SAFE FOR USE IN NASSAU COUNTY.
- 3 THE CONTRACTOR SHALL SUBMIT A WORK REPORT OF EACH SERVICE CALL DESCRIBING THE SERVICE PERFORMED AND LIST ALL CHEMICALS USED. DOCUMENTATION OF EACH SERVICE CALL, ATTESTING TO THE SERVICE RENDERED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USING AGENCY, MUST ACCOMPANY EACH CLAIM FOR BILLING.
- 4 THE CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS AND EQUIPMENT NEEDED.
- 5 On all jobs performed by the contractor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.
- 6 Vendor must be able to work at multiple sites at any given time.
- 7 Proof of adequate qualified employees may be requested prior to award.
- 8 Contractor must be on site within 4 hours after being notified by a Nassau County Representative.
- 9 Contractor must provide a 24-hour phone number to the using agencies.
- 10 The overtime hourly rate will be added to the invoice only if service is performed before 7:00 am or after 3:30 pm Monday through Friday and all of Saturdays, Sundays and Federal Holidays. Overtime cannot be charged for traveling to and from the site.
- 11 Overtime Rate will be applied for only 1 tech unless prior approval has been given by the using agency.
- 12 Materials will be billed at a cost +% and or Manufacture's List Price (MLP) less % Materials will be used in conjunction with labor rates for anything not covered in the line items that need to be done to assure the septic and cesspool systems are properly working. Contractor must have prior approval before using labor rates and materials.

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

BIDDER SIGN HERE

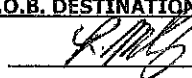
  
BIDDER

  
TITLE

<u>ITEM</u> <u>COMMODITY ID</u>	<u>U/M</u>	<u>COST</u>
1) CESSPOOL PUMPING- UNIT PRICE PER GALLON	EA	<u>.165</u> / PER GALLON
2) ADDING CHEMICAL TO CESSPOOL- UNIT PRICE PER GALLON	EA	<u>125</u> / PER GALLON
3) ROTOR ROOTING OF CESSPOOL- UNIT PRICE PER FOOT	EA	<u>3.50</u> /PER FOOT
4) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS <u>IN CONJUNCTION WITH REGULAR CALL FOR PUMPING</u> <u>OUT CESSPOOL. - UNIT PRICE PER GALLON</u>	EA	<u>.395</u> /PER GALLON
5) GREASE TRAPS: PUMPING OUT OF GREASE TRAPS <u>WITHOUT</u> CALL FOR PUMPING OUT CESSPOOL - UNIT PRICE PER GALLON	EA	<u>.395</u> /PER GALLON
6) PUMPING OF RAINWELL- UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
7) SEPTIC TANKS: PUMPING SEPTIC TANK <u>IN CONJUNCTION</u> REGULAR CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS - UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
8) SEPTIC TANKS: PUMPING SEPTIC TANK <u>WITHOUT</u> CALL FOR PUMPING CESSPOOLS OR GREASE TRAPS - UNIT PRICE PER GALLON	EA	<u>.165</u> /PER GALLON
9) AERATION- UNIT PRICE PER CESSPOOL	EA	<u>95</u> /PER CESSPOOL
10) REPLACING BROKEN TRAP CAP - UNIT PRICE PER EACH	EA	<u>25</u> /PER EACH
11) LOCATING, DIGGING UP AND TUBEING OF CESSPOOLS -UNIT PRICE PER FOOT (INCLUDES INSTALLATION OF PUMP TUBE)	EA	<u>85</u> /PER FOOT
12) BACK WASHING - UNIT PRICE	EA	<u>95</u> /PER CESSPOOL
13) SEWER JETTING (HIGH PRESSURE CLEANING) - UNIT PRICE PER LINE	EA	<u>\$350</u> /PER LINE
14) AUGERING TOILET BOWLS (CLEARING OF BLOCKAGES FROM BOWL) - UNIT PRICE PER EACH	EA	<u>175</u> /PER EACH
15) OPENING OF PIPES TO REMOVE OBJECTS - UNIT PRICE PER EACH	EA	<u>300</u> /PER EACH
16) USE OF FIBER OPTIC TRANSMISSION TO LOCATE CESSPOOLS AND BREAKS IN LINES - UNIT PRICE PER EACH	EA	<u>350</u> /PER EACH

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

BIDDER SIGN HERE



BIDDER



TITLE

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) REGULAR HOURLY RATE at \$ 120 /hr.  
B2) EACH ADDITIONAL QUARTER HOUR at \$ 30 /¼ hr.

PARTS:

B3) MANUFACTURER'S LIST PRICE (MLP) LESS Ø %  
B4) COST PLUS % 25% %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost-plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 180 days  
LABOR: 180 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B4) MINIMUM CHARGE (IF ANY) \$ 350  
B5) REGULAR HOURLY RATE at \$ 240 /hr.  
B6) EACH ADDITIONAL QUARTER HOUR at \$ 60 /¼ hr.  
RESPONSE TIME 4 HRS

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

BIDDER SIGN HERE

[Signature]  
BIDDER

V. Pres.  
TITLE



**PART 364**  
**WASTE TRANSPORTER PERMIT NO. 1A-932**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

UNITED CESSPOOL INC  
1485 MONTAUK HIGHWAY  
OAKDALE, NY 11769

**PERMIT TYPE:**

☐ NEW  
☒ RENEWAL  
☐ MODIFICATION

CONTACT NAME: ROBERT MCINERNEY  
COUNTY: SUFFOLK  
TELEPHONE NO: (631)750-6000

EFFECTIVE DATE: 04/12/2018  
EXPIRATION DATE: 04/11/2019  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:**

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Advanced Waste and Water Technology	Farmingdale , NY	Non-Hazardous Industrial/Commercial	
Clear Flo Technologies Inc	Lindenhurst , NY	Non-Hazardous Industrial/Commercial Grease Trap Waste Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
NCSD#2 - BAY PARK STP	EAST ROCKAWAY , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
SUFFOLK CO SD#3 BERGEN POINT STP	WEST BABYLON , NY	Non-Hazardous Industrial/Commercial Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
Tully Environmental Inc d/b/a Clearbrook	Deer Park , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Grease Trap Waste Septage only (residential) Non-Residential Raw Sewage or Sewage-Contaminated Wastes	

\*\*\* AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) \*\*\*

**NOTE:** By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the Environmental Conservation Law, all applicable regulations, and the General Conditions printed on the back of this page.

**ADDRESS:**

New York State Department of Environmental Conservation  
Division of Materials Management - Waste Transporter Program  
625 Broadway, 9th Floor  
Albany, NY 12233-7251

AUTHORIZED SIGNATURE: \_\_\_\_\_

Date: 02/14/18

**NOTICE**

This renewed permit is not valid until  
the effective date listed on the permit



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
DIVISION OF MATERIALS MANAGEMENT

**PART 364**

**WASTE TRANSPORTER PERMIT NO. 1A-932**

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

**PERMIT ISSUED TO:**

UNITED CESSPOOL INC  
1485 MONTAUK HIGHWAY  
OAKDALE, NY 11769

**PERMIT TYPE:**

- ☐ NEW  
☒ RENEWAL  
☐ MODIFICATION

CONTACT NAME: ROBERT MCINERNEY  
COUNTY: SUFFOLK  
TELEPHONE NO: (631)750-6000

EFFECTIVE DATE: 04/12/2018  
EXPIRATION DATE: 04/11/2019  
US EPA ID NUMBER:

**AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)**

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Tully Environmental Inc d/b/a Clearbrook	Deer Park , NY	Sludge from Sewage or Water Supply Treatment Plant	



UNITE-3

QP ID: NS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joseph P. O'Brien Agency, Inc. 454 New York Avenue Huntington, NY 11743		631-421-0505		CONTACT NAME: PHONE (A/C, No, Ext): 631-421-0505 FAX (A/C, No): 631-421-0063 E-MAIL ADDRESS:	
INSURED UNITED CESSPOOL SERVICE INC PO BOX 416 OAKDALE, NY 11769		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Granite State Insurance		23809	
		INSURER B : NATIONAL UNION FIRE COMPANY		19445	
		INSURER C : OLD DOMINION INSURANCE		40231	
		INSURER D :			
		INSURER E :			
INSURER F :					

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	02-LX-011395193-1	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		02-CA-048194962-1	07/02/2017	07/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-062839731-1	07/02/2017	07/02/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W1V85063	07/02/2017	07/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE GENERAL LIABILITY COVERS SEPTIC TANK SYSTEMS/CLEANING  
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER WRITTEN CONTRACT

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU2  NASSAU COUNTY OFFICE OF CONSUMER AFFAIRS 240 OLD COUNTRY ROAD MINEOLA, NY 11501	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 



## FORMAL BID RECOMMENDATION

BID NUMBER: 96220-05038-047

OPEN May 03, 2018

TITLE: Cesspool Cleaning


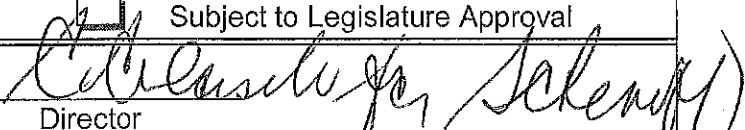
DATE: May 22, 2018

TO: Kimberly Stanton, Buyer

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE, RETAIN REQUISITION.

		Bid Results
		Bidder
<p>Date: May 22, 2018</p> <p>To: Supervisor      From: Kimberly Stanton, Buyer</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p> Buyer</p>	Item	
	001	Recommend that an award be given to United Cesspool Services, Inc. as the lowest responsible bidder meeting specification and bid terms for all items listed #1 - #16.
	<p>Date: _____</p> <p>To: Director      From: Supervisor</p> <p><input type="checkbox"/>      <input type="checkbox"/></p> <p>Concur      Disagree (See Reverse)</p>	
<p>Date: <u>5/22/18</u></p> <p>To: Buyer      From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input type="checkbox"/> Subject to Legislature Approval</p> <p> Director</p>		

## **Exhibit A**



Nassau County  
Office of Purchasing

A-45-2018

Staff Summary A-45-2018

Subject: Hexagon Software (RQPD18000180)
Department: Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: July 20, 2018
Vendor Name: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
Contract Number: A-45-2018
Contract Manager Name: Kimberly Stanton, Buyer

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head		
	Budget	7/25/18	County Atty.
	Deputy C.E.		County Exec.

*7-26-18*

**Narrative**

**Purpose:** To authorize and award a purchase order for Hexagon software maintenance for the Nassau County Police Department.

**Discussion:** This request is a sole source purchase; Intergraph Corporation d/b/a. Hexagon Safety & Infrastructure is the creator and owner of the Hexagon Software copyrighted under Copyright Act of 1976, 17 U.S.C. Because the software is propriety and copyrighted in accordance with the Hexagon end-user license agreement, Intergraph is the only vendor legally authorized to provide maintenance and support for this software. Contract period is from 8/01/2018 to 7/31/2019.

**Impact on Funding:** A purchase order in the amount of Seven Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and Sixty Cents (\$729,765.60) from General Funds.

**Recommendation:** Office of Purchasing recommends awarding a purchase order to Intergraph Corporation d/b/a Hexagon Safety & Infrastructure as the sole source provider of software support for Hexagon Software.

APPROVED:

*G. Lemat* 7/25/18

INSURANCE SECTION

(DATE)

RECEIVED INSURANCE AND  
PROPERTY DEPARTMENT

92 4 0 92 100 012

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE

WHEREAS, the Director is representing to the Rules Committee that the firm, INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with INTERGRAPH CORPORATION D/B/A HEXAGON SAFETY & INFRASTRUCTURE.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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.

Dated:

3/9/18

Vendor: Intergraph Corporation

Signed:

V.S. Vasile

Print Name: Victor S. Vasile

Title: Regional Divisional Counsel



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.

None

---

---

---

---

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 page 4 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? If yes, to what campaign committee?

No

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.

Dated: 3/9/18

Signed:

V. S. Vasile

Print Name:

VICTOR S. VASILE

Title:

REGIONAL DIVISIONAL COUNSEL

**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.

**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.

## 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 Richard B. Jacks  
Date of birth 08 / 18 / 1964  
Home address 1219 McMullen Road  
City/state/zip Gurley, Alabama 35478  
Business address 305 Intergraph Way  
City/state/zip Madison, Alabama 35758  
Telephone 256-730-2000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer 02 / 01 / 2015 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_; If Yes, provide details.  
BJ2 Properties, LLC, 1219 McMullen Road, Gurley, Alabama 35748, Member
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES X NO \_\_\_\_\_ If Yes, provide details for each such instance. Intergraph Corporation has submitted numerous proposals that were unsuccessful for various reasons unknown to Intergraph.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

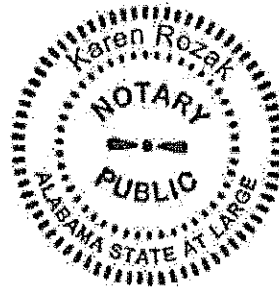
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard B. Jacks, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9<sup>th</sup> day of March 2018

Karen Rozak  
Notary Public



Intergraph Corporation  
Name of submitting business

Richard B. Jacks  
Print name

Richard B. Jacks  
Signature

Chief Financial Officer  
Title

3 / 4 / 2018  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Cost  
Date of birth 09 / 09 / 1967  
Home address 1703 Warfield Way SE  
City/state/zip Huntsville, Alabama 35801  
Business address 305 Intergraph Way  
City/state/zip Madison, Alabama 35758  
Telephone 256-730-2000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 12 / 02 / 2013 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 12 / 02 / 2013 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_\_ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO \_\_\_\_\_; If Yes, provide details.  
Paint Rock Land Company, LLC (Member), JDI Company, LLC (Member) and Intergraph Corporation subsidiaries.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO x If Yes, provide details.



NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES X NO \_\_\_\_\_ If Yes, provide details for each such instance. Intergraph Corporation has submitted numerous proposals that were unsuccessful for various reasons unknown to Intergraph.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Cost, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1<sup>st</sup> day of March 2018

Amyfarr  
Notary Public

Intergraph Corporation  
Name of submitting business

Steven Cost  
Print name

[Signature]  
Signature

President and Chief Executive Officer  
Title

3 / 1 / 18  
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: July 16, 2018

1) Proposer's Legal Name: Intergraph Corporation d/b/a Hexagon Safety & infrastructure

2) Address of Place of Business: 305 Intergraph Way, Madison, Alabama 35758

List all other business addresses used within last five years: 170 Graphic Drive  
Madison, Alabama 35758 and 19 Interpro Road, Madison, Alabama 35758

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

Phone : 256-730-2000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-515-7903

5) Federal I.D. Number: 63-0573222

6) The proposer is a (check one): Sole Proprietorship Partnership Corporation X Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes    No X If Yes, please provide details: No other businesses not owned by Hexagon AB

8) Does this business control one or more other businesses? Yes X No    If Yes, please provide details: As a multinational corporation, Intergraph has numerous subsidiaries located throughout the world.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No      If Yes, provide details. Intergraph is a subsidiary of Hexagon AB. As part of Hexagon, Intergraph has many affiliates throughout the world, a list of which is impractical.

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 X 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). Over the course of its forty year history, the affiant believes such an event of this nature has occurred.

11) Has the proposer, during the past seven years, been declared bankrupt? Yes      No X 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 X If Yes, provide details for each such investigation.     

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes      No X If Yes, provide details for each such investigation. The affiant has no knowledge of such matters having occurred as it relates to Intergraph but does not have sufficient knowledge to respond as it relates to its numerous affiliates located throughout the world.

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 X If Yes, provide details for each such charge.     

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

b) Any misdemeanor charge pending? Yes      No X If Yes, provide details for each such charge.     

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

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 X

If Yes, provide details for each such conviction \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

Yes \_\_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_\_ No X If Yes, provide details for each such occurrence \_\_\_\_\_

With respect to current Intergraph officers and directors, the answer is no. The affiant does not have sufficient information as it relates to its hundreds of managers to respond to that element of the question

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_\_ No X; If Yes, provide details for each such instance. Intergraph Corporation has not been sanctioned in the manner referenced above; however, affiant does not have personal knowledge with respect to its Intergraph's numerous affiliates.

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 X 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. As a multinational corporation with operations throughout the world, from time to time, Intergraph discovers it has not timely addressed a valid tax liability. Once it becomes aware of such issue it quickly addresses such valid tax liabilities.

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.

\_\_\_\_\_ None \_\_\_\_\_

(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.

\_\_\_\_\_ None \_\_\_\_\_

(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.

\_\_\_\_\_ None \_\_\_\_\_

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.

\_\_\_\_ Intergraph officers are aware of issues that could give rise to a conflict of interest and Intergraph has a dedicated compliance program to help make its employees understand what could cause a conflict of interest. Moreover, Intergraph does not have any officers in Nassau County or other business relations in Nassau County that would give reason to believe a conflict of interest is present. Rev. 5-2016

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company \_\_\_\_\_ Please see attached \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_





Intergraph Corporation  
305 Intergraph Way  
Madison, Alabama 35758  
t: 1.256.730.1516 f: 1.256.730.2899  
www.intergraph.com

This document is provided in response to the questions set forth in the Business History Form sections A-D. Responses are provided corresponding to the subparagraph identified in Sections A-D.

i. Date of formation;

Intergraph Corporation was incorporated in 1969.

ii. Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Intergraph Corporation is a wholly owned subsidiary of Hexagon AB.

iii. Name, address and position of all officers and directors of the company;

Intergraph Corporation is located at 305 Intergraph Way, Madison, Alabama 35758 and its officers and directors are as follows:

Directors: Ola Rollen Steven Cost

Officers: Steven Cost, Edgar C. Porter, M. Scott Moore, Gerhard Sallinger, Mladen Stojic, Anthony P. Zana, R. Blair Jacks, Brian Menke, Wendy D. Ormstedt

iv. State of incorporation (if applicable)

Intergraph Corporation is incorporated in the State of Delaware

v. The number of employees in the firm

The Hexagon Safety & Infrastructure division of Intergraph Corporation has approximately 400 employees.

vi. Annual revenue of firm

As a wholly owned subsidiary of Hexagon AB, Intergraph Corporation does not provide the information being requested. Alternatively in 2017, Hexagon AB had revenue of approximately €3.470B .

vii. Summary of relevant accomplishments

Intergraph Corporation d/b/a Hexagon Safety & Infrastructure is the leader of public safety software solutions. Hexagon's software has been implemented in many of the largest municipalities, counties, districts, provinces, and states throughout the world. As we continue this tradition of thoughtful evolutionary adoption of technology, Hexagon's customers move forward with us, benefitting from new capabilities while protecting previous investments. Hexagon embraces the future by providing platforms that offer flexibility, yet sustain mission-critical operations. Today Hexagon Safety & Infrastructure has implemented solutions for more than 2,500 agencies in 27 countries using 14 languages, allowing us to incorporate best-of-breed public safety functionality from around the world into our products. The customer quotes below, volunteered during Hexagon's 2014 annual Users Group, validate Hexagon's software and services:

- "[Hexagon] Products are the best I've seen in the industry, and the people who work for Hexagon are fantastic and very willing to always help customers with problems quickly." – Terri O'Keefe, Business Systems Administrator for the City of Arvada Police Department
- "I like Hexagon's knowledgeable staff at the helpdesk, as well as the on-site staff that resolves issues as fast as they can be identified." – Jon H. Ronan, CAD Administrator for Fairfax County Department of Public Safety Communications
- "I believe the people that work for Hexagon truly care about their customers." – Don Jones, Communications Supervisor for Sonoma County Sheriff's Office
- "Hexagon works with us from the start all the way to the finish. It is professional, compassionate, and passionate about its products. The technical group knows their product. Hexagon is my favorite vendor to work with on a project." – Darcy Russell, Senior Project Manager for Alberta Health Services, Canada
- "I like Hexagon's ease of use for the consumer, reliability of the software, upgradeability of the software. It offers very user-friendly software supported by a cheerful and helpful staff." -- Carl W. Kostrzewski, Police Officer for Phoenix Police Department
- "Hexagon is the best in the business, hands down." – Steven Cain, Software Analyst for the City of Norfolk

viii. Copies of all state and local licenses and permit

As Intergraph Corporation does and is licensed to do business in hundreds of jurisdictions it is not practical to provide copies of all of licenses and permits.

B. Indicate number of years in business.

Intergraph Corporation has been in business for 47 years and been providing public safety software for more than twenty-five years.

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

As an Intergraph customer for more a decade, Intergraph does not believe it has any additional information that is not already known by the County.

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.

BWI/MAA  
(Baltimore Washington Thurgood Marshall International Airport/Maryland  
Aviation Administration)  
Eugene (Gene) Burger, PMP  
Terminal Building  
P.O. Box 8766  
Baltimore, Maryland 21240  
(410) 859-7614  
eburger@bwiairport.com

Chester County DES, Pennsylvania  
John Haynes, Deputy Director  
313 West Market Street  
West Chester, PA 19380  
(610) 344-5000  
jhaynes@chesco.org

City of Alexandria, VA  
Philip Antonucci, Commander – Technology, Data, & Analysis  
301 King Street  
Alexandria, VA 22314  
(703) 746-6698  
philip.antonucci@alexandriava.gov

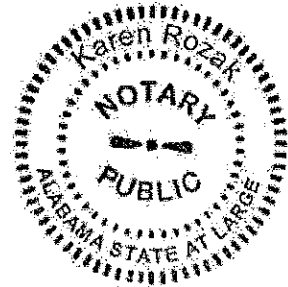
## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, VICTOR S. VASILE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9<sup>th</sup> day of March 2018

Karen Rozak  
Notary Public



Name of submitting business: INTERGRAPH CORPORATION

By: VICTOR S. VASILE  
Print name  
V.S. Vasile  
Signature

REGIONAL DIVISIONAL COUNSEL  
Title

3 / 9 / 18  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure

Address: 305 Intergraph Way

City, State and Zip Code: Madison, Alabama 35758

2. Entity's Vendor Identification Number: 63-0573222

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):

Director/Officer: Steven L. Cost; Officer: R. Blair Jacks; 305 Intergraph Way, Madison, AL 35758

Intergraph Corporation is organized into three distinct divisions. Hexagon Safety & Infrastructure is the division of Intergraph Corporation providing the products and services contemplated in the contract between Intergraph Corporation and Nassau County. Hexagon Safety & Infrastructure is based in Madison, Alabama. Steven Cost, President of Hexagon Safety & Infrastructure, and Richard B. Jacks, Chief Financial Officer for Hexagon Safety & Infrastructure, work at the Madison, Alabama facility and work for Hexagon Safety & Infrastructure.

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.

Sole shareholder: Intergraph Holding Company 305 Intergraph Way, Madison, Alabama 35758

---

---

---

---

---

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 affiliate or subbsidiary will perform this project.

---

---

---

---

---

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

---

---

---

---

---

---

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: March 9, 2018 Signed: V.S. Vile

Print Name: Victor S. Vasile

Title: Regional Divisional Counsel

**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.



# REQUISITION

RQPD18000180 26/JUL/2018

## VENDOR:

INTERGRAPH CORPORATION  
PO BOX 6695S DRIVE  
MAIL STOP IW17A2  
HUNTSVILLE

AL 35813

TEL:(256)730-8510

FAX:(888)822-1838

## REQUISITIONER:

PD POLICE DEPARTMENT  
NCPD COMMUNICATION BUR CAD OFFICE  
1194 PROPECT AVENUE  
WESTBURY NY 11590  
D.CHAFFEE DAVIS/CR37/1568-531  
TEL:(516)573-8650  
FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	920-45	1.00	EA	729,765.6000	729,765.60
	COMPUTER SOFTWARE MAINTENANCE/SUPPORT				
	MAINTENANCE AGREEMENT FOR ONE YEAR PREMIUM				
	SOFTWARE SERVICE FOR INTERGRAPH CAD				
	FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2019				
	AS PER QUOTE 1-1JOQJOK				
	(SEE ATTACHED)				

ESTIMATED TOTAL: 729,765.60

# MAINTENANCE QUOTATION SUMMARY

Agreement: 1-1JQQJ0K



Performance Period: 8/1/18 through 7/31/19  
Currency: USD

Bill To:

Nassau County Police Department  
Det. Lt. Kenneth Sirigaro  
NCPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

Ship To:

Nassau County Police Department  
Det. Lt. Kenneth Sirigaro  
NCPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

## Quotation Summary:

SW Maint	\$729,765.60
<b>Total Services Cost*</b>	<b>\$729,765.60</b>

\* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

**THIS IS NOT AN INVOICE**

Offered by:

Intergraph Corporation

Accepted by:

Signature:

Name:

Date:

Email:

Telephone:

Signature:

Name:

Title:

Date:

Email:

Telephone:

Fax:



A Purchase Order will not be issued.  
Customer signature above constitutes notice to proceed with this agreement.



A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

Please mark one of the following options when submitting your acceptance:

# MAINTENANCE QUOTATION DETAIL

Nassau County Police Department  
Account Nbr: MDC-3353  
Quote: 1-1JQQJ0K-Nassau County PD



PO#: TBD  
Performance Period: 8/1/18 through 7/31/19  
Currency: USD

## BILL TO:

Nassau County Police Department  
Det. Lt. Kenneth Strigaro  
NGPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

## SHIP TO:

Nassau County Police Department  
Det. Lt. Kenneth Strigaro  
NGPD Communication Bur CAD Office  
1194 Prospect Avenue  
Westbury NY 11590  
USA

Site Number:	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
50000210	IPSCUSTOM03	CAD Interface /Alarm (IPSD13) to CAPER System	1-310569216	8/1/18	7/31/19	Premium	12	1	\$751.54	\$9,018.48
2	IPSD013	/Alarm NL	1-227536735	8/1/18	7/31/19	Premium	12	2	\$317.52	\$7,620.48
3	IPSD013TST	/Alarm NL - Test License	1-227536285	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
4	IPSD013TRN	/Alarm NL - Training License	1-227535853	8/1/18	7/31/19	Premium	12	1	\$317.52	\$3,810.24
5	IPSD035	/Backup	1-227536771	8/1/18	7/31/19	Premium	12	1	\$541.33	\$6,495.96
6	IPSD035TST	/Backup - Test License	1-227536717	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
7	IPSD002	/Dispatcher	1-264590345	8/1/18	7/31/19	Premium	12	48	\$358.31	\$206,386.56
8	IPSD002TST	/Dispatcher - Test License	MME-1-4REQA5	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
9	IPSD002TRN	/Dispatcher - Training License	1-227536951	8/1/18	7/31/19	Premium	12	13	\$398.31	\$55,896.36
10	IPSD007	/Executive 2 NL	1-227536960	8/1/18	7/31/19	Premium	12	1	\$579.92	\$6,958.04
11	IPSD007TST	/Executive 2 NL - Test License	1-227536981	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
12	IPSD1168C	/Incident Analyst w/GeoMedia and GeoMedia Grid CC	1B3HET50000210	8/1/18	7/31/19	Premium	12	15	\$82.69	\$14,884.20
13	IPSD004	CHIEFS Data System Interface	1-227536978	8/1/18	7/31/19	Premium	12	2	\$479.59	\$11,510.16
14	IPSD004TST	CHIEFS Data System Interface - Test License	1-227536231	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
15	IPSD004TST	NYSP/INVIC Interface - Test License	1-227536249	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
16	IPSD004TRN	/Informant - Training License	1-227535835	8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
17	IPSD050A	/WinterCAD NL - Additional License	MME-1-3Y1LXP	8/1/18	7/31/19	Premium	12	11	\$103.15	\$14,407.80
18	IPSD050ATST	/WinterCAD NL - Additional License - Test License	1-227536933	8/1/18	7/31/19	Premium	12	10	\$0.00	\$0.00
19	IPSD050	/WinterCAD NL - First License	1-227537014	8/1/18	7/31/19	Premium	12	1	\$888.77	\$10,425.24
20	IPSD050TST	/WinterCAD NL - First License - Test License	1-227536339	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
21	IPSD039	/Mobile Data Terminal NL	1-227537068	8/1/18	7/31/19	Premium	12	2	\$958.07	\$22,983.68
22	IPSD039	/Mobile Data Terminal NL	1-294637971	8/1/18	7/31/19	Premium	12	5	\$958.07	\$57,484.20
23	IPSD098BCK	/Mobile Data Terminal NL - Backup License	1-284590816	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
24	IPSD098TST	/Mobile Data Terminal - Test License	MME-1-4QOQLX	8/1/18	7/31/19	Premium	12	2	\$0.00	\$0.00
25	IPSD098TRN	/Mobile Data Terminal NL - Training License	1-227535889	8/1/18	7/31/19	Premium	12	1	\$958.07	\$11,486.84
26	IPSD042C	/NetViewer - 100 users	1-227535726	8/1/18	7/31/19	Premium	12	1	\$1,959.14	\$23,509.68
27	IPSD042CTST	/NetViewer - 100 users - Test License	1-284590342	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00

# MAINTENANCE QUOTATION DETAIL

Nassau County Police Department  
Account Nbr: MDC-3353  
Quote: 1-1JQQJ0K-Nassau County PD



PO#: TBD  
Performance Period: 8/1/18 through 7/31/19  
Currency: USD

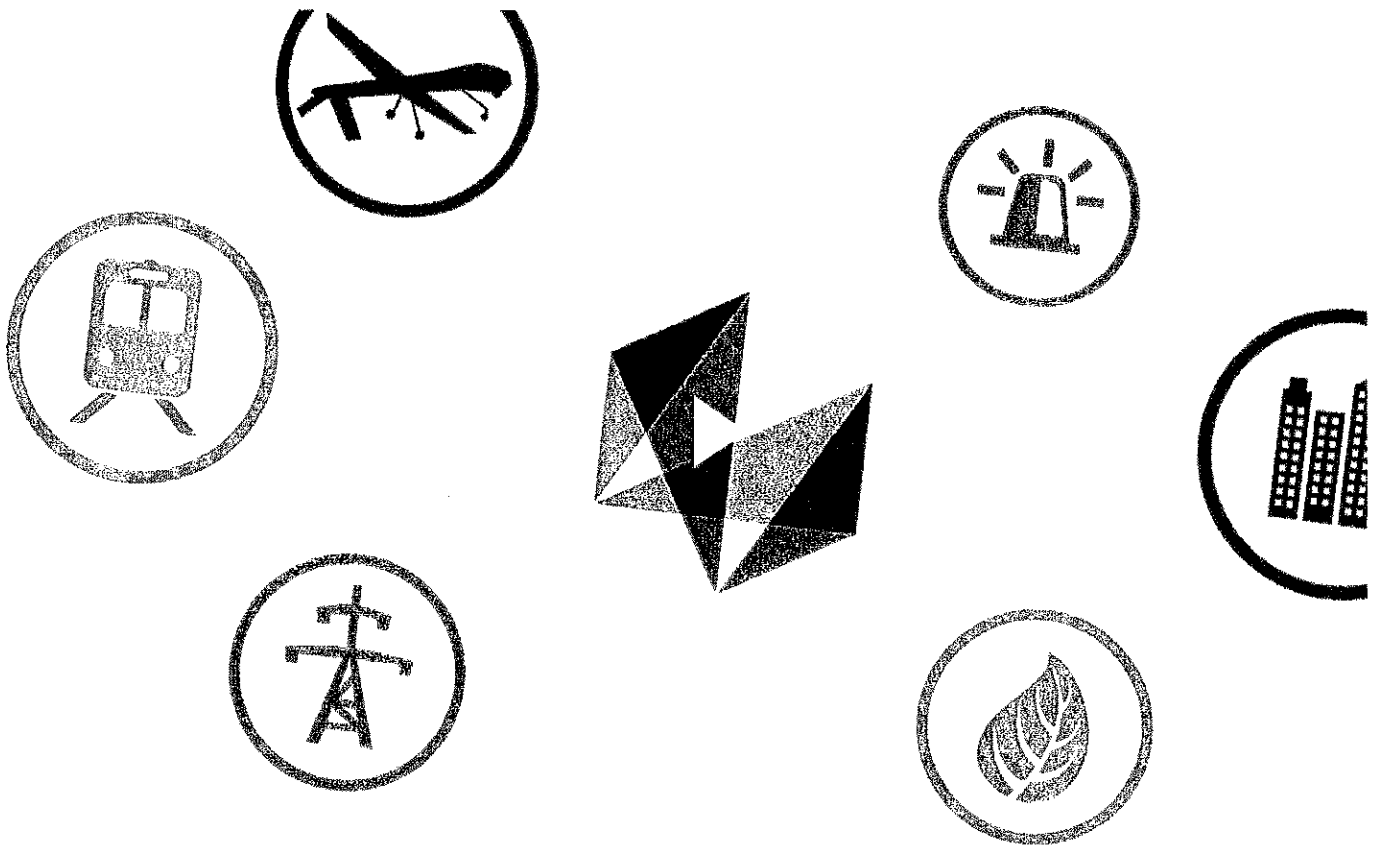
Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
28	IPS0018	I/Telephone Device for Deaf - Zetron NL	1-227537113	8/1/18	7/31/19	Premium	12	1	\$218.30	\$2,619.60
29	IPS0018TST	I/Telephone Device for Deaf - Zetron NL - Test License	1-227536303	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
30	IPS0018TRN	I/Telephone Device for Deaf - Zetron NL - Training License	1-227535871	8/1/18	7/31/19	Premium	12	1	\$218.30	\$2,619.60
31	IPS0015	I/Tracker - Test License	1-227542303	8/1/18	7/31/19	Premium	12	2	\$541.33	\$12,991.92
32	IPS0015TST	I/Tracker - Test License	MME-1-4REQ9Z	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
33	IPS0009	I/Mobile Data Terminal NL	MME-1-4REQ7N	8/1/18	7/31/19	Premium	12	1	\$958.07	\$11,498.84
34	IPS0038STE	I/Mobile - Site License	MME-1-4C5Y5H	8/1/18	7/31/19	Premium	12	1	\$8,288.63	\$111,583.56
35	IPS0069TRN	I/Mobile Data Terminal NL - Training License		8/1/18	7/31/19	Premium	12	1	\$998.07	\$11,498.84
36	GSPY5025	GeoMedia WebMap Advantage - ONE	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	1	\$653.78	\$7,845.36
37	GSPX5005	GeoMedia Essentials CC	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	15	\$57.33	\$10,319.40
38	GSPX5007	GeoMedia Professional CC	1B3HHET50000210GLY Y6	8/1/18	7/31/19	Premium	12	1	\$235.94	\$2,831.28
39	GSPX5006	GeoMedia Advantage CC		8/1/18	7/31/19	Premium	12	15	\$113.56	\$20,440.80
40	IPS0001	I/Executive NL	1-227542284	8/1/18	7/31/19	Premium	12	1	\$813.65	\$9,763.80
41	IPS0001BCK	I/Executive NL - Backup License	1-227536627	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
42	IPS0001TRN	I/Executive NL - Training License	1-227535799	8/1/18	7/31/19	Premium	12	1	\$813.65	\$9,763.80
43	IPS0003	I/Calltaker	1-227535907	8/1/18	7/31/19	Premium	12	30	\$86.00	\$30,960.00
44	IPS0004	Uniformer		8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
45	IPS0004TRN	Uniformer - Training License		8/1/18	7/31/19	Premium	12	1	\$479.59	\$5,755.08
46	IPS0013TRN	I/Alarm NL - Training License		8/1/18	7/31/19	Premium	12	1	\$317.52	\$3,810.24
48	IPS0001TST	I/Executive NL - Test License	1-227536653	8/1/18	7/31/19	Premium	12	1	\$0.00	\$0.00
Subtotal for Site Number 50000210										\$728,797.20

Site Number:	50011159									
Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
47	IPS1184C	Exchange I/Map Editor CC for I/Map Editor for ArcGIS CC		8/1/18	7/31/19	Premium	12	1	\$88.20	\$1,058.40
Subtotal for Site Number 50011159										\$1,058.40
Grand Total Excluding Tax										\$729,765.60

# Overview

SHARE   

Hexagon Safety & Infrastructure provides mission-critical and business-critical software solutions to governments and service providers.



Public Safety, Transportation, Utilities, and more.

Society relies on government and commercial organizations for public safety, transportation, utilities, and more. Organizations need the right information at the right time to plan and deliver these vital services. However, shrinking budgets, new citizen and customer demands, the changing technology landscape, and other pressures disrupt the status quo.

Hexagon Safety & Infrastructure helps organizations overcome these obstacles to improve operations and manage change intelligently and effectively. Our solutions connect organizations with the mission-critical and business-critical data necessary to make better, timelier, and more informed decisions.



**Global Leader** – The global leader in computer-aided dispatch (CAD) software, our public safety and security solutions help protect one in 12 people around the world.



**Proven Innovator** – A pioneer in geographic information systems (GIS) and founding member of the Open Geospatial Consortium, our location-based solutions empower government and infrastructure planning, operations, and service delivery.



**Trusted Partner** – With decades-long customer relationships, our solutions are trusted by thousands of organizations of all size and scope around the world.

Reliable, scalable, and interoperable, our solutions enhance capabilities, improve agility, mitigate risk, and reduce the total cost of ownership for enterprise systems. In the operations center or in the field, on-premises or in the cloud, at a workstation or through a mobile app, our solutions deliver greater situational awareness and better results.

## About Hexagon

Hexagon Safety & Infrastructure is part of Hexagon, a leading global provider of information technology solutions that drive productivity and quality across geospatial and industrial landscapes.

Hexagon's solutions integrate sensors, software, domain knowledge and customer workflows into intelligent information ecosystems that deliver actionable information. They are used in a broad range of vital industries.

Hexagon (Nasdaq OXM Stockholm: HEXA B) has more than 18,000 employees in 50 countries and net sales of approximately 3.5bn EUR. Learn more at [hexagon.com](http://www.hexagon.com) (<http://www.hexagon.com>) and follow us @HexagonAB.

\*USD option for currency – 4.2 bn USD

## Our Mission



Hexagon Safety & Infrastructure is committed to shaping smart change through mission-critical and business-critical solutions for governments and service providers.

## Our Vision

Hexagon Safety & Infrastructure strives to be a trusted partner to our customers, applying expertise and innovation to improve their operations and services.

## Customer Support

Your investment in our software is also an investment in your organization's future. Our customer support team is here to help you protect that investment.

[Visit Our Support Page \(/support\)](/support)

## Careers

Discover how we are positively impacting the world, and how you can join our global team.

[View Career Opportunities \(https://careersus-intergraph.icims.com/\)](https://careersus-intergraph.icims.com/)

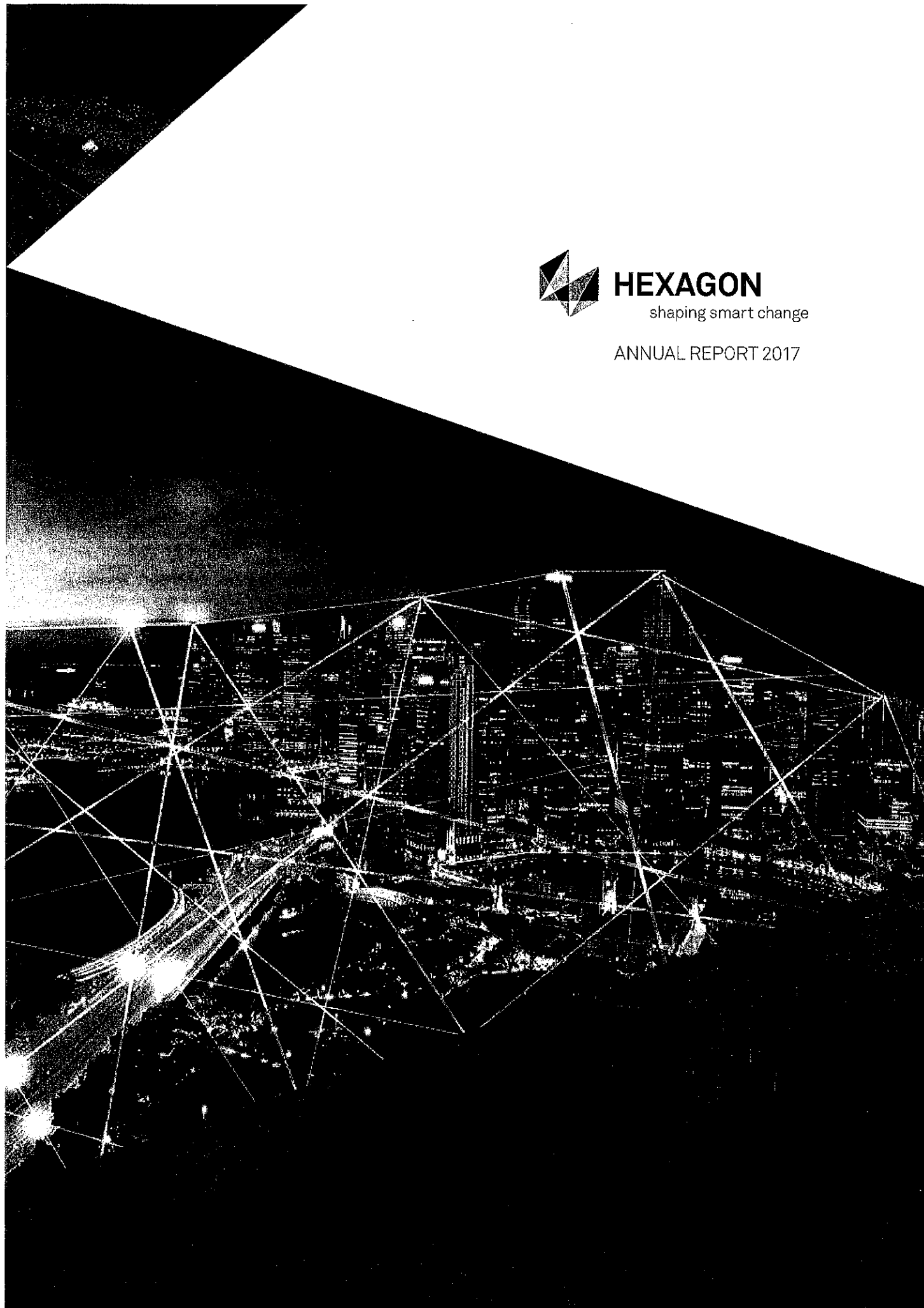
© Hexagon AB and/or its subsidiaries and affiliates. All rights reserved.



**HEXAGON**

shaping smart change

ANNUAL REPORT 2017





# HEXAGON IN BRIEF

---

Hexagon is a leading global provider of information technology solutions that drive productivity and quality across geospatial and industrial landscapes. Hexagon's solutions integrate sensors, software, domain knowledge and customer workflows into intelligent information ecosystems that deliver actionable information. These solutions are used in a broad range of vital industries.

---



## TECHNOLOGY SOLUTIONS PROVIDER

- Renowned information technologies leader focused on the customer's entire workflow
- Solutions that drive productivity and quality
- 55% of net sales from software and services



## R&D FOCUS

- 10–12% of net sales invested in R&D
- 3,800+ employees in R&D
- 3,700+ active patents



## GLOBAL REACH

- Broad range of vital industries served
- Approximately 18,000 employees in 50 countries



## STRONG FINANCIALS

- 3.5 bn EUR in sales
- 24% operating margin

## MISSION

---

We are dedicated to delivering actionable information through information technologies that empower customers to reach their full potential and shape smart change across diverse industry landscapes.

---

## VISION

---

We aspire to play a leading role in the effort to solve the challenges our world is facing by delivering information technologies that fuel possibility.

---

## CORE VALUES

---



### PROFIT DRIVEN

We value performance over procedure, setting measurable goals and working collaboratively to achieve the results we seek.



### INNOVATIVE

We understand the importance of innovation in meeting the ever-changing needs of our customers and that opportunities must be nurtured and developed quickly.



### CUSTOMER FOCUSED

We know our customers' success is paramount to our own and is based on our ability to talk openly and set clear targets to meet their needs.



### PROFESSIONAL

We are honest professionals who understand the importance of knowing our business, exceeding expectations and avoiding politics along the way.



### ENGAGED

Our spirited energy and engagement are evident in our commitment to our work, passion for what we do and the speed by which we achieve it.



### ENTREPRENEURIAL

We are not afraid to try new things and leverage our decentralised structure to make speedy decisions, take calculated risks and find new opportunities.

## GEOSPATIAL ENTERPRISE SOLUTIONS

Geospatial Enterprise Solutions (GES) includes a world-leading portfolio of reality-capture sensors – from laser scanners, airborne cameras and UAVs (unmanned aerial vehicles) to monitoring equipment, mobile mapping technologies and precise positioning. The sensors are complemented by software (GIS) for the creation of

3D maps and models which are used for decision-making in a range of software applications, covering areas such as surveying, construction, public safety and agriculture. This segment consists of Geosystems, Safety & Infrastructure and Positioning Intelligence. *Read more on pages 16–19.*

OPERATING NET SALES

**49%**

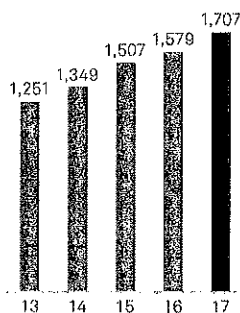
OPERATING MARGIN

**24%**

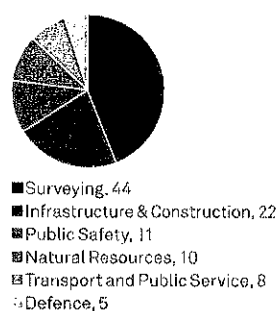
AVERAGE NO. OF EMPLOYEES

**7,900**

NET SALES, MEUR



CUSTOMER SEGMENT, %



GEOGRAPHY, %



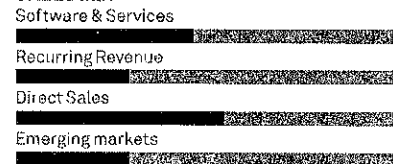
### THE BUSINESS AREA COMPRISES THE FOLLOWING DIVISIONS:

- Geosystems
- Safety & Infrastructure
- Positioning Intelligence

### SOLUTION EXAMPLES:

- Laser scanners
- Airborne cameras
- UAVs (unmanned aerial vehicles)
- Mobile mapping technologies
- Precise positioning

### SALES MIX



## INDUSTRIAL ENTERPRISE SOLUTIONS

Industrial Enterprise Solutions (IES) includes a world-leading portfolio of metrology systems that incorporate the latest in sensor technology for fast and accurate measurements. These solutions include technologies such as coordinate measurement machines (CMM) and laser trackers and scanners – which optimise design, processes and throughput in manufacturing facilities. It also includes software for CAD (computer-aided design), CAM (computer-aided manufacturing)

and CAE (computer-aided engineering). Solutions within this segment optimise design and processes, improve productivity in process facilities and create and leverage asset management information critical to the planning, construction and operation of plants and process facilities. This segment consists of Manufacturing Intelligence and PPM. *Read more on pages 20–23.*

OPERATING NET SALES

**51%**

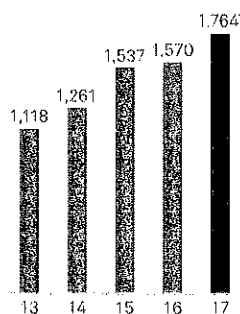
OPERATING MARGIN

**25%**

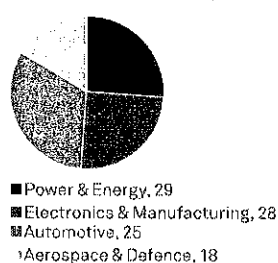
AVERAGE NO. OF EMPLOYEES

**9,600**

NET SALES, MEUR



CUSTOMER SEGMENT, %



GEOGRAPHY, %



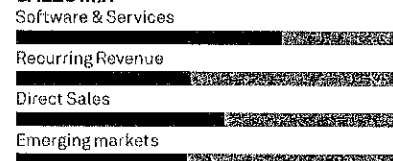
### THE BUSINESS AREA COMPRISES THE FOLLOWING DIVISIONS:

- Manufacturing Intelligence
- PPM

### SOLUTION EXAMPLES:

- CMMs (coordinate measuring machines)
- Optical and portable scanners
- Industrial metrology software
- CAD/CAM/CAE (computer-aided design/manufacturing/engineering) software
- Life cycle engineering software

### SALES MIX



<sup>1)</sup> Operating net sales

# TABLE OF CONTENTS

Hexagon in brief		Managing risks	49
2017 in brief	1	Consolidated income statement	55
Letter from the President & CEO	2	Consolidated statement of comprehensive income	55
Trends	4	Consolidated balance sheet	56
The shape of potential	8	Consolidated statement of changes in equity	57
Strategy	9	Consolidated statement of cash flow	58
Financial plan	12	Parent Company income statement	59
Other financial targets	13	Parent Company statement of comprehensive income	59
Innovation Hub	14	Parent Company balance sheet	60
Geospatial Enterprise Solutions	16	Parent Company statement of changes in equity	61
Industrial Enterprise Solutions	20	Parent Company statement of cash flow	61
Sustainability	24	Notes	62
The share	30	Signing of the Annual Report	88
Corporate Governance report	33	Auditor's report	89
Comments from the Chairman of the Board	39	Quarterly income statements	92
Board of Directors	40	10-year summary	93
Group Management	42	Definitions	94
Board of Directors' report	44	Information for shareholders	96



**MEET**  
hxgnlive.com



**WATCH**  
hxgntv.com



**LISTEN**  
hxgnradio.com



**READ**  
hxgnnews.com

FOLLOW US ON SOCIAL MEDIA



hexagon.com

Hexagon AB is a Swedish public limited liability company with corporate registration number 556190-4771. All values are expressed in Euros unless otherwise stated. The Euro is abbreviated EUR, thousands of Euro to KEUR, millions of Euro to MEUR, billions of Euro to bn EUR and million US dollars to MUSD. Figures in parentheses refer to 2016 unless other-

wise stated. Data on markets and peers represent Hexagon's own assessments unless otherwise stated. Assessments are based on most recent available facts from published sources. While every care has been taken in the translation of this annual report, readers are reminded that the original annual report, signed by the Board of Directors, is in Swedish.

# THE SHARE

## SHARE PRICE DEVELOPMENT AND TRADING

In 2017, the Hexagon share price increased by 26.2 per cent to 410.9 SEK as of 31 December. The share price reached the 52-week high of 437.0 SEK on 27 October and the 52-week low on 2 January at 329.4 SEK. Hexagon's total market capitalisation as of 31 December 2017 was 141,634.4 MSEK. During the year, 219 million (318) Hexagon shares were traded on the Nasdaq OMX Stockholm, BATS, Burgundy, Chi-X and Turquoise. The turnover rate, i.e. the degree of liquidity, was 64 per cent (92).

## OWNERSHIP STRUCTURE

At year-end 2017, Hexagon had 27,226 registered shareholders (30,020). Shareholders in the USA accounted for the largest foreign holding, representing 19 per cent (18) of total shares followed by the UK, representing 12 per cent (11). The ten largest owners held 45.8 per cent (47.0) of the share capital and 61.1 per cent (61.9) of the votes.

## SHARE CAPITAL

At year-end 2017, Hexagon's share capital amounted to 79,980,283 EUR, represented by 360,443,142 shares, of which 15,750,000 are of Class A with ten votes each and 344,693,142 are of Class B with one vote each. Each share has a quota value of 0.22 EUR. Hexagon AB held no treasury shares as of 31 December 2017.

Hexagon's Annual General Meeting in 2017 authorised the Board of Directors to resolve on the acquisition and transfer of Class B shares for the purpose of giving the Board the opportunity to adjust the company's capital structure and

to enable the financing of acquisitions and the exercise of warrants. The authorisation covers a maximum of 10 per cent of all Hexagon shares.

## INCENTIVE PROGRAMMES

In 2015, a new warrants programme was implemented for Group Management, presidents for Hexagon's divisions, senior managers and other key employees through the issue of 10,000,000 subscription warrants that entitle the holder to the same number of new Class B shares in Hexagon AB. The subscription warrants were issued to Hexagon Förvaltning AB, a wholly owned subsidiary and offered for sale to participants of the programme.

163 group managers, presidents for Hexagon's divisions, senior managers and other key employees in the Group purchased 7,107,660 warrants at a price of 25 SEK per warrant in 2015. Remaining subscription warrants have been reserved for future senior managers and recruitments of persons within the above eligible categories in the Group. The programme is expected to lead to an increased interest in the company's development and a strengthening of the share price.

The strike price for subscription of shares upon exercise of the transferred warrants was set at 347.8 SEK. The warrants were valued by an independent institute in accordance with the Black-Scholes model and were acquired by the participants at market value. The warrants may be exercised during 1 June 2018 – 31 December 2019.

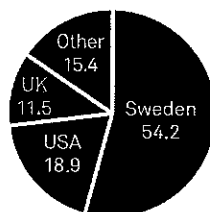


+26%

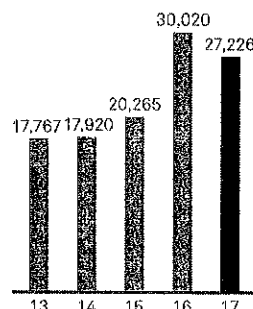
SHARE PRICE IN SEK, 2017

ISIN SE0000103699  
NASDAQ OMX STOCKHOLM  
HEXAB  
REUTERS HEXAB.ST  
BLOOMBERG HEXABSS  
SECTOR TECHNOLOGY  
SEGMENT LARGE CAP

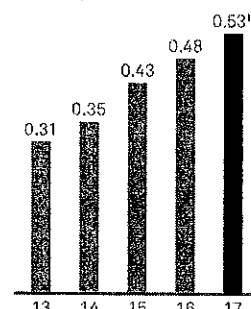
GEOGRAPHIC  
DISTRIBUTION OF  
SHAREHOLDINGS, %



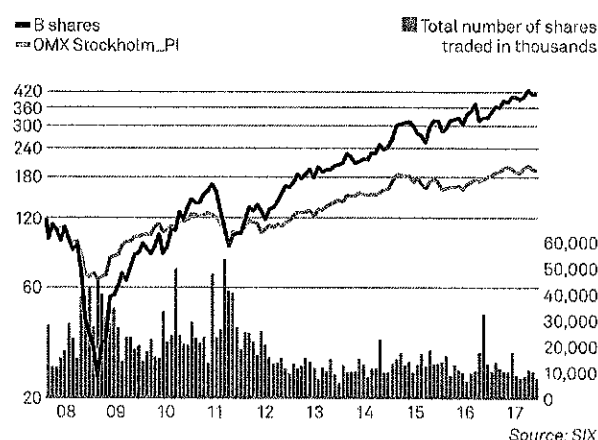
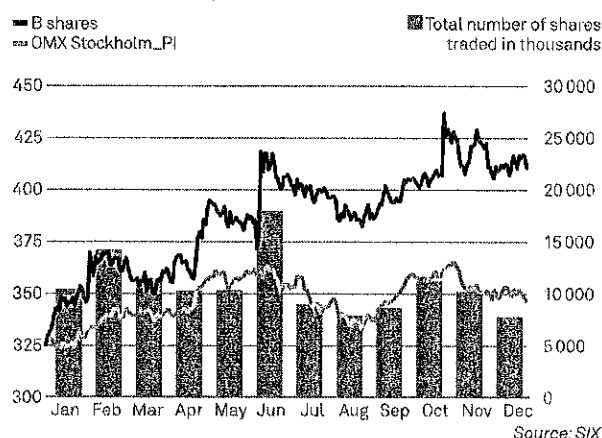
NUMBER OF  
SHAREHOLDERS



CASH DIVIDEND PER  
SHARE, EUR



<sup>1</sup> According to the Board of Directors' proposal.



Class of shares	Number of shares	Number of votes	% of capital	% of votes
A shares	15,750,000	157,500,000	4.4	31.4
B shares	344,693,142	344,693,142	95.6	68.6
Total	360,443,142	502,193,142	100.0	100.0

## LARGEST SHAREHOLDERS

Owner/manager/deposit bank	A shares	B shares	% of capital	% of votes
Melker Schörling AB	15,750,000	77,929,899	26.0	46.9
Ramsbury Invest AB	-	17,196,387	4.8	3.4
JPM Chase NA	-	13,883,991	3.8	2.8
SSB CL Omnibus	-	13,369,809	3.7	2.7
Swedbank Robur fonder	-	13,349,864	3.7	2.7
State Street Bank & Trust COM., Boston	-	7,084,313	2.0	1.4
AMF – Försäkring och Fonder	-	6,973,103	1.9	1.4
Första AP-Fonden	-	6,721,731	1.9	1.3
SEB Investment Management	-	4,610,294	1.3	0.9
CBNY-Norges Bank	-	4,434,181	1.2	0.9
Livförsäkringsbolaget Skandia	-	3,789,238	1.0	0.8
State Street BK-West Client/Treaty	-	3,440,319	1.0	0.7
Blackrock Global Funds	-	3,381,540	0.9	0.7
JP Morgan Chase Bank N.A.	-	3,346,720	0.9	0.7
State Street Bank & Trust COM., Boston	-	3,323,969	0.9	0.7
INV Bank & Trust	-	3,320,974	0.9	0.7
Andra AP-Fonden	-	3,177,730	0.9	0.6
Sumitomo Mitsui TRT Bank (USA) LTD., W9	-	3,160,032	0.9	0.6
Handelsbanken fonder	-	3,104,436	0.9	0.6
CBHK-GIC Private LTD-C(EQ)	-	3,061,163	0.8	0.6
Subtotal, 20 largest shareholders <sup>1</sup>	15,750,000	198,659,693	59.5	70.9
Summary, others	-	146,033,449	40.5	29.1
Total number of outstanding shares	15,750,000	344,693,142	100.0	100.0
Total issued number of shares	15,750,000	344,693,142	100.0	100.0

<sup>1</sup>) The concentration corresponds to the 20 largest shareholders presented in the list.  
Source: Euroclear Sweden AB as of 29 December 2017 (with some adjustments).

## DIVIDEND

The dividend policy of Hexagon provides that, over the long term, dividends should comprise between 25 and 35 per cent of earnings per share after tax, assuming that Hexagon satisfies its equity ratio objective. Dividends are resolved upon by the Annual General Meeting and payment is administered by Euroclear Sweden.

The Board of Directors proposes a dividend of 0.53 EUR (0.48) per share for 2017. The proposed dividend amounts to 29 per cent of the year's earnings per share after tax and is thus in line with the dividend policy.

## THE HEXAGON SHARE

Year	Transaction	Nominal value, SEK/ EUR	A shares, change	B shares, change	A shares, total	B shares, total	Share capital, SEK/EUR
2000		10			840,000	13,953,182	147,931,820
2002	Rights issue	10	210,000	3,488,295	1,050,000	17,441,477	184,914,770
2004	New issue, warrants exercised	10		10,170	1,050,000	17,451,647	185,016,470
2005	New issue, warrants exercised	10		722,635	1,050,000	18,174,282	192,242,820
2005	Bonus issue	12			1,050,000	18,174,282	230,691,384
2005	Split 3:1	4	2,100,000	36,348,564	3,150,000	54,522,846	230,691,384
2005	New issue, warrants exercised	4		154,500	3,150,000	54,677,346	231,309,384
2005	Private Placement <sup>1</sup>	4		11,990,765	3,150,000	66,668,111	279,272,444
2005	Private Placement <sup>1</sup>	4		82,000	3,150,000	66,750,111	279,600,444
2006	Rights issue	4	787,500	16,687,527	3,937,500	83,437,638	349,500,552
2006	New issue, warrants exercised	4		508,933	3,937,500	83,946,571	351,536,284
2006	Compulsory redemption, Leica Geosystems	4		198,635	3,937,500	84,145,206	352,330,824
2006	New issue, warrants exercised	4		309,119	3,937,500	84,454,325	353,567,300
2007	New issue, warrants exercised <sup>2</sup>	4		58,170	3,937,500	84,512,495	353,625,470
2007	Bonus issue	6			3,937,500	84,512,495	530,699,970
2007	Split 3:1	2	7,875,000	169,024,990	11,812,500	253,537,485	530,699,970
2008	New issue, warrants exercised <sup>2</sup>	2		169,785	11,812,500	253,707,270	531,039,540
2008	Repurchase of shares	2		-1,311,442	11,812,500	252,395,828	531,039,540
2009	Sale of repurchased shares, warrants exercised	2		138,825	11,812,500	252,534,653	531,039,540
2010	Sale of repurchased shares, warrants exercised	2		20,070	11,812,500	252,554,723	531,039,540
2010	Rights issue	2	3,937,500	83,845,572	15,750,000	336,400,295	707,284,354
2011	Rights issue	2		339,335	15,750,000	336,739,630	707,284,354
2011	Change of functional currency to EUR	0.22			15,750,000	336,739,630	78,471,187
2012	Sale of repurchased shares, warrants exercised	0.22		185,207	15,750,000	336,924,837	78,471,187
2013	Sale of repurchased shares, warrants exercised	0.22		967,340	15,750,000	337,892,177	78,471,187
2013	New issue, warrants exercised	0.22		1,354,800	15,750,000	339,246,977	78,771,810
2014	New issue, warrants exercised	0.22		2,392,236	15,750,000	341,639,213	79,302,633
2015	New issue, warrants exercised	0.22		2,947,929	15,750,000	344,587,142	79,956,762
2016	New issue, warrants exercised	0.22		106,000	15,750,000	344,693,142	79,980,283
Total number of issued and outstanding shares					15,750,000	344,693,142	79,980,283

1) Issues in kind in connection with the acquisition of Leica Geosystems whereby shares in Leica Geosystems were contributed in exchange for B shares in Hexagon.  
2) Issue in kind in connection with annual block exercise in Leica Geosystems' warrant programme whereby shares in Leica Geosystems received by the programme participants based on the exercise of warrants were contributed in exchange for B shares in Hexagon.

## OWNERSHIP STRUCTURE

Holding per shareholder	Number of shareholders	no. of A shares	no. of B shares
1-500	19,934	-	2,581,822
501-1,000	2,684	-	2,094,805
1,001-2,000	1,760	-	2,648,295
2,001-5,000	1,282	-	4,124,582
5,001-10,000	548	-	4,011,658
10,001-20,000	329	-	4,772,522
20,001-50,000	279	-	8,931,226
50,001-100,000	123	-	8,734,865
100,001-500,000	187	-	43,059,644
500,001-1,000,000	45	-	31,998,528
1,000,001-5,000,000	49	-	98,397,096
5,000,001-10,000,000	2	-	13,806,044
10,000,001-	4	15,750,000	119,531,055
Total	27,226	15,750,000	344,693,142

Source: Euroclear Sweden AB as of 29 December 2017.

## ANALYSTS FOLLOWING HEXAGON AB

Organisation	Name
ABG Sundal Collier	Olof Cederholm
Bank of America	Mark Troman
Barclays	Gerardus Vos
Berenberg	Gal Munda
Carnegie	Mikael Laséen
Danske Bank	Max Frydén
Deutsche Bank	Alex Tout
DNB	Mattias Holmberg
Exane BNP Paribas	Antoine Hucher
Goldman Sachs	Mohammed Moawalla
Handelsbanken	Daniel Djurberg
J.P. Morgan	Stacy Pollard
Kepler Cheuvreux	Markus Almerud
Morgan Stanley	Adam Wood
Nordea	Agnieszka Vilela
RBC	Wasi Rizvi
SEB Equities	Erik Golrang
UBS Investment Research	Guillermo Peigneux

## KEY DATA PER SHARE

	2017	2016	2015	2014	2013
Shareholder's equity, EUR	12.78	12.70	11.36	9.68	8.00
Net earnings, EUR	1.85	1.59	1.39	1.13	1.04
Cash flow, EUR	2.52	2.17	2.01	1.58	1.43
Cash dividend, EUR	0.53 <sup>1</sup>	0.48	0.43	0.35	0.31
Pay-out ratio, %	28.6	30.2	31.0	31.0	29.8
Share price, EUR	41.74	34.07	34.26	25.76	22.95
P/E ratio <sup>2</sup>	23	21	25	23	22

1) Restated for IAS19.

2) According to the Board of Directors' proposal.

3) Based on the share price at 31 December and calendar year earnings.

# CORPORATE GOVERNANCE REPORT

Hexagon AB is a public company listed on Nasdaq OMX Stockholm. The corporate governance in Hexagon is based on Swedish legislation, primarily the Swedish Companies Act, Hexagon's Articles of Association, the Board of Directors' internal rules, Nasdaq OMX Stockholm's rules and regulations, the Swedish Code of Corporate Governance ("the Code") and regulations and recommendations issued by relevant organisations.

Hexagon applies the Code, which is based on the principle "comply or explain". Hexagon does not report any deviations from the Code for the 2017 financial year.

This corporate governance report has been prepared in accordance with the provisions of the Annual Accounts Act and the Code and has, by virtue of Section 6, paragraph 8 of the Annual Accounts Act, been drawn up as a document separate from the Annual Report.

## OWNERSHIP STRUCTURE AND SHARE INFORMATION

At 31 December 2017, Hexagon's share capital was EUR 79,980,283, represented by 360,443,142 shares, of which 15,750,000 are of Class A with ten votes each and 344,693,142 are of Class B with one vote each. Hexagon AB held no treasury shares at year-end.

Melker Schörling AB, the single largest shareholder in Hexagon, held a total of 15,750,000 Class A shares and 77,929,899 Class B shares at year-end 2017, representing 46.9 per cent of the votes and 26.0 per cent of the capital. No other shareholder has any direct or indirect shareholding representing more than 10 per cent of the total votes.

To the best of the knowledge of the Board of Directors ("the Board") there are no shareholder agreements or similar agreements between the shareholders of Hexagon with the purpose of exercising joint control of the company. Neither is the Board aware of any agreements that could lead to a change of control in the company.

As far as the Board is aware, there is no shareholder agreement that could prevent the transfer of shares.

## ANNUAL GENERAL MEETING (AGM)

The General Meeting is Hexagon's supreme executive body in which all shareholders are entitled to participate. The Articles of Association of the company contain no restrictions regarding the number of votes that may be cast by a shareholder at general meetings. At the AGM, the Board presents the Annual Report (including the consolidated accounts) and the audit report. Hexagon issues the notice convening the AGM no later than four weeks prior to the meeting. The AGM is held in Stockholm, Sweden, usually in the month of May. The AGM resolves on a number of issues, such as the adoption of the income statement and balance sheet, the allocation of the company's profit and discharge from liability to the company for the Board members and the President and CEO, remuneration of the Board and auditors, the principles

for remuneration and employment terms for the President and CEO and other senior executives, election of members and Chairman of the Board of Directors, election of auditor and any amendments to the Articles of Association.

## NOMINATION COMMITTEE

The AGM has resolved that the Nomination Committee's assignment shall comprise the preparation and presentation of proposals to the shareholders at the AGM on the election of Board members, Chairman of the Board and Chairman of the AGM and the company's auditors. In addition, the Nomination Committee presents proposals regarding remuneration of the Board of Directors (including for committee work) and the auditors.

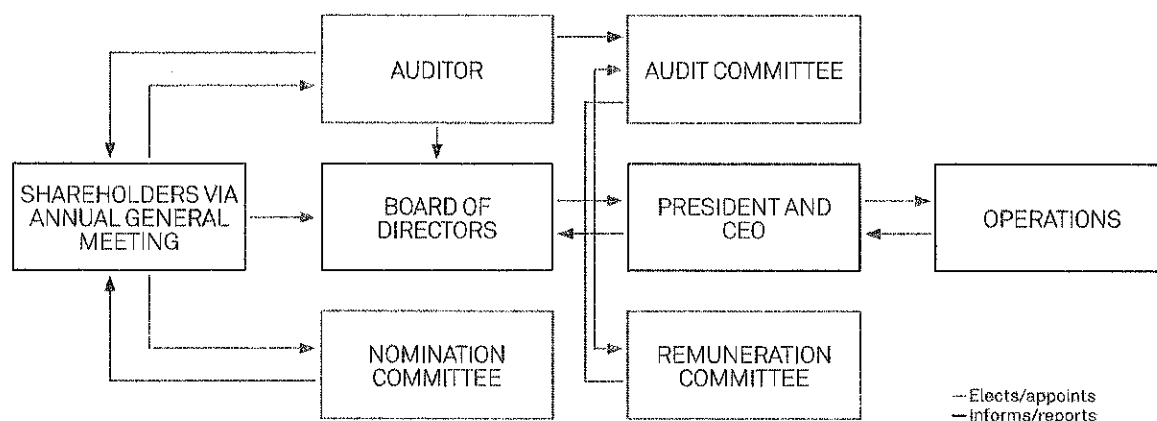
The Nomination Committee shall consist of representatives for major shareholders of the company elected by the AGM. In case a shareholder, who a member of the Nomination Committee represents, is no longer one of the major shareholders of Hexagon or if a member of the Nomination Committee is no longer employed by such shareholder or for any other reason leaves the Committee before the next AGM, the Committee is entitled to appoint another representative among the major shareholders to replace such a member. No fees are paid to the members of the Nomination Committee.

## BOARD OF DIRECTORS

In accordance with the Articles of Association, the Board of Directors of Hexagon shall consist of no less than three and not more than nine members, elected annually by the AGM for the period until the end of the next AGM. The Articles of Association of the company contain no special provisions regarding the election and discharge of Board members or regarding changes of the Articles of Association. The AGM 2017 elected eight members, including the President and Chief Executive Officer, the Chief Financial Officer and Executive Vice President, Hexagon's General Counsel and the Chief Strategy Officer participate in the Board meetings. Other Hexagon employees participate in the Board meetings to make presentations on particular matters if requested.

The Nomination Committee's assessment of the board members' independence in relation to the company, its management and major shareholders is presented on page 40. According to the requirements set out in the Code, the majority of the Board members elected by the General Meeting must be independent in relation to the company and its management and at least two of such Board members shall also be independent in relation to the company's major shareholders.

The Board of Directors is responsible for determining Hexagon's overall objectives, developing and monitoring the overall strategy, deciding on major acquisitions, divestments and investments and ongoing monitoring of operations. The Board is also responsible for ongoing evaluation of management, as well as systems for monitoring



the internal control and the company's financial position. The Board ensures that the company's external disclosure of information is characterised by openness and that it is accurate, relevant and clear. Procedural rules and instructions for the Board and the President and CEO govern issues requiring Board approval and financial information and other reporting to be submitted to the Board.

The Chairman directs the Board's activities to ensure that they are conducted pursuant to the Swedish Companies Act, the prevailing regulations for listed companies and the Board's internal control instruments.

At all scheduled Board meetings, information concerning Hexagon's financial position and important events affecting the company's operations is presented.

### AUDIT COMMITTEE

The Audit Committee, which is a preparatory body in the contact between the Board and auditors, is appointed annually by the Board and continuously submits reports to the Board about its work. The Audit Committee follows written instructions and is, through its activities, to meet the requirements stipulated in the Swedish Companies Act and in the EU's audit regulation. The Committee's tasks include assisting the Nomination Committee in drawing up proposals for General Meeting resolutions on the election of auditors and remuneration to auditors, monitoring that the auditor's term of office does not exceed applicable rules, procuring the audit and making a recommendation in accordance with the EU's audit regulation. Furthermore, the Audit Committee shall review and monitor the auditors' impartiality and independence and draw particular attention to whether the auditor provides the company with other services than the audit. The Audit Committee shall also issue guidelines for services in addition to auditing services provided by the auditors and in applicable cases approve these services according to the issued guidelines. The Audit Committee shall take part in planning auditing services and related reporting and regularly meet the external auditors to stay informed on the orientation and scope of the audit. The Audit Committee shall also review and monitor the Group's financial reporting, the activities of the external auditors, the company's internal controls, the current risk situation and the company's financial information to the market. The Audit Committee's tasks also include submitting recommendations and proposals to ensure the reliability of financial reporting and other issues that the Board assigns the Committee to consider.

The Committee has not, in addition to written instructions approved by the Board specifically for the Audit Committee, been authorised to make any decisions on behalf of the Board.

### REMUNERATION COMMITTEE

The Remuneration Committee is appointed by the Board annually and its task is, on behalf of the Board, to consider issues regarding remuneration of the President and CEO and executives that report directly to the President and CEO and other similar issues that the Board assigns the Committee to consider. The Committee shall also follow and evaluate on-going programmes or programmes completed during the year, for variable remuneration to Group Management as well as the application of the guidelines for remuneration to senior executives as resolved by the AGM. The Committee has not been authorised to make any decisions on behalf of the Board.

### EXTERNAL AUDITORS

The AGM appoints the company's auditors. On behalf of the shareholders, the auditors' task is to examine the company's Annual Report and accounting records and the administration by the Board of Directors and the President and CEO. In addition to the audit, the auditors occasionally have other assignments, such as work relating to acquisitions and tax. Hexagon's auditors normally attend the first Board meeting each year, at which the auditors report observations from the examination of Hexagon's internal controls and the annual financial statements. Moreover, the auditors report to and regularly meet with the Audit Committee. In addition, the auditors participate in the AGM to present the auditors' report, which describes the audit work and observations made.

### INTERNAL CONTROL

The responsibility of the Board of Directors for internal control is regulated in the Swedish Companies Act and in the Code. It is the duty of the Board of Directors to ascertain that the internal control and formalised routines of the company ensure that the principles for internal control and financial reporting are adhered to and that the financial reports comply with the law and other requirements applicable to listed companies. The Board of Directors bears the overall responsibility for internal control of the financial reporting. The Board of Directors has established written formal rules of procedure that clarify the Board of Directors' responsibilities and regulate the Board of Directors' and its Committees' internal distribution of work.



## PRESIDENT AND CEO AND GROUP MANAGEMENT

The President and CEO is responsible for leading and controlling Hexagon's operations in accordance with the Swedish Companies Act, other legislation and regulations, applicable rules for listed companies, as well as the Code, the Articles of Association and the instructions and strategies determined by the Board. The President and CEO shall ensure that the Board is provided with objective, detailed and relevant information required in order for the Board to make well-informed decisions. Furthermore, the President and CEO is responsible for keeping the Board informed of the company's development between Board meetings.

The Group Management, comprising the President and CEO, presidents of application areas, heads of geographical regions and certain specific Group staff functions, totals 12 persons. Group Management is responsible for the overall business development and the apportioning of financial resources between the business areas, as well as matters involving financing and capital structure. Regular management meetings constitute Hexagon's forum for implementing overall controls down to a particular business operation and in turn, down to individual company level.

## OPERATIONS

In financial terms, Hexagon's business operations are controlled on the basis of the return on capital employed. This requires focus on maximising operating earnings and minimising working capital. Hexagon's organisational structure is characterised by decentralisation. Targets, guidelines and strategies are set centrally in collaboration with the business units. Managers assume overall responsibility for their respective business and pursue the clearly stated objectives.

## ACTIVITIES DURING THE YEAR

### ANNUAL GENERAL MEETING (AGM)

The AGM, held on 2 May 2017 in Stockholm, Sweden, was attended by shareholders representing 63 per cent of the total number of shares and 74 per cent of the total number of votes. Mikael Ekdahl was elected Chairman of the AGM.

## THE FOLLOWING MAIN RESOLUTIONS WERE PASSED:

- Re-election of Directors Ulrika, Francke, Ola Rollén and Gun Nilsson
- Election of Directors John Brandon, Henrik Henriksson, Märta Schörling Andreen, Sofia Schörling Högberg and Hans Vestberg
- Election of Gun Nilsson as Chairman of the Board and of Hans Vestberg as Vice Chairman of the Board
- Re-election of the accounting firm Ernst & Young AB for a one-year period of mandate. Ernst & Young AB has appointed the authorised public accountant Rickard Andersson as auditor in charge
- Dividend of 0.48 EUR per share for 2016 as per the Board's proposal
- Principles for remuneration to Hexagon's senior executives

## NOMINATION COMMITTEE

In respect of the 2018 AGM, the Nomination Committee comprises:

- Mikael Ekdahl, Melker Schörling AB (Chairman)
- Jan Andersson, Swedbank Robur fonder
- Anders Oscarsson, AMF and AMF Fonder
- Ossian Ekdahl, Första AP-fonden

During 2017, the Nomination Committee held three minuted meetings at which the Chairman gave an account of the process of evaluation of the Board of Directors' work. The Committee discussed and decided on proposals to submit to the 2018 AGM concerning the election of Chairman of the AGM, the election of Chairman and other Board Members, remuneration to the Board, including remuneration for committee work and fees to the auditors. Shareholders wishing to submit proposals have been able to do so by contacting the Nomination Committee via mail or email. Addresses have been made available on Hexagon's website.

## KEY DATA FOR BOARD MEMBERS<sup>1</sup>

Board Member	Committee membership				Meeting attendance		
	Elected	Independent	Audit Committee	Remuneration Committee	Board of Directors	Audit Committee	Remuneration Committee
Melker Schörling <sup>2</sup>	1999	No <sup>4</sup>		☉	2/14		0/1
Gun Nilsson	2008	No <sup>4</sup>	☉	☉	14/14	6/6	1/1
Hans Vestberg <sup>3</sup>	2017	Yes			8/14		
John Brandon <sup>3</sup>	2017	Yes			9/14		
Ulrika Francke	2010	Yes	☉		13/14	3/6	
Henrik Henriksson <sup>3</sup>	2017	Yes			8/14		
Ola Rollén	2000	No <sup>5</sup>			12/14		
Märta Schörling Andreen <sup>3</sup>	2017	No <sup>4</sup>			9/14		
Sofia Schörling Högberg <sup>3</sup>	2017	No <sup>4</sup>	☉	☉	7/14	4/6	1/1
Jill Smith <sup>2</sup>	2013	Yes	☉		5/14	2/6	

1) A complete presentation of the Board Members is included on pages 40–41.

2) Melker Schörling and Jill Smith left their assignments as Board Members during 2017.

3) Hans Vestberg, John Brandon, Henrik Henriksson, Märta Schörling Andreen and Sofia Schörling Högberg became Board Members in May 2017.

4) Melker Schörling, Gun Nilsson, Märta Schörling Andreen and Sofia Schörling Högberg are not deemed to be independent of the company's major shareholders.

5) Rollén is not deemed to be independent of the company as a result of his position as Hexagon's President and CEO.

## BOARD AND COMMITTEE MEETINGS

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Board of Directors		☉☉	☉☉		☉☉		☉☉	☉		☉☉	☉	☉☉
Audit Committee		☉		☉			☉	☉		☉		☉
Remuneration Committee								☉				

## BOARD OF DIRECTORS' ACTIVITIES

In 2017, the Board held 14 minuted meetings, including the statutory Board meeting. At the Board meetings, the President and CEO presented the financial and market position of Hexagon and important events affecting the company's operations. On different occasions, Hexagon senior executives presented their operations and business strategies to the Board. In addition, items such as the approval of the interim reports and the annual report are part of the Board's work plan and the company's auditors presented a report on their audit work during the year. At the Board meeting in December 2017, the Board approved the operational strategy, the financial plan for 2018 and the financial targets for 2017–2021.

## EVALUATION OF THE BOARD'S WORK

The Board continuously evaluates its work and the format of its activities. This evaluation considers factors such as how the Board's work can be improved, whether the character of meetings stimulates open discussion and whether each Board Member participates actively and contributes to discussions. The evaluation is coordinated by the Chairman of the Board. The Board is also evaluated within the framework of the Nomination Committee's activities.

## AUDIT COMMITTEE

During 2017 the Audit Committee comprised:

- Gun Nilsson (Chairman)
- Sofia Schörling Högborg
- Ulrika Francke

In 2017, the Committee held six minuted meetings where the financial reporting and risks of Hexagon were monitored and discussed. The Committee dealt with relevant accounting issues, audit work and reviews, new financing and testing for impairment of goodwill.

## REMUNERATION COMMITTEE

During 2017, the Remuneration Committee comprised:

- Gun Nilsson (Chairman)
- Sofia Schörling Högborg

In 2017, the Committee held one minuted meeting where remuneration and other employment terms and conditions for the President and CEO and other Group Management were discussed. The Remuneration Committee also monitored and evaluated the ongoing programmes for variable remuneration to senior executives as well as the application of the guidelines for remuneration to senior managers and the structure and levels of remuneration in the company.

## EXTERNAL AUDITORS

The 2017 AGM re-elected the accounting firm Ernst & Young AB as auditor for a one-year period of mandate. Ernst & Young AB has appointed authorised public accountant Rickard Andersson as auditor in charge. In addition to Hexagon, he conducts auditing assignments for such companies as Alimak Group AB, Nynas AB and Pricer AB.

Hexagon's auditors attended the first Board meeting of the year, at which they reported observations from their examination of Hexagon's internal controls and the annual financial statements. The auditors met with the Audit Committee on six occasions during 2017.

The address of the auditors is Ernst & Young AB, Box 7850, SE-103 99, Stockholm, Sweden.

## REMUNERATION PRINCIPLES

The following principles for remuneration to senior executives in Hexagon were adopted by the 2017 AGM.

Remuneration shall consist of a basic salary, variable remuneration, pension and other benefits and all remuneration shall be competitive and in accordance with market practice. The variable remuneration shall be maximized to up to 150 per cent in relation to the basic remuneration, related to the earnings trend which the relevant individual may influence and based on the outcome in relation to individual targets.

The Board annually considers whether a share or share-based incentive programme shall be proposed to the Annual General Meeting. The notice period shall normally be six months on the part of the employee. In case of notice of termination by the company, the notice period and the period during which severance payment is paid shall, all in all, not exceed 24 months. Pension benefits shall, as a main rule, be defined contribution. Deviation from this main rule may be permitted when appointing new senior executives whose previous employment agreement included a defined-benefit pension plan. The pension age for senior executives is individual, although not lower than 60 years.

It is proposed to the 2018 Annual General Meeting to resolve on substantially the same guidelines as above concerning the remuneration of senior executives.

## REMUNERATION OF GROUP MANAGEMENT

Remuneration of the President and CEO and other senior executives is presented in Note 30 on page 87.

There are no agreements between the company, directors or employees, other than as described in Note 30, which stipulate the right to compensation if such person voluntarily leaves the company, is dismissed with cause or if such person's employment is terminated as a result of a public offer for shares in the company.

## INCENTIVE PROGRAMMES

Details of the warrants programme are presented on page 30 (The Share section) and in Note 30 on page 87.

## REMUNERATION OF BOARD OF DIRECTORS

Remuneration of the Board of Directors is resolved by the AGM upon proposal from the Nomination Committee. During 2017, the Chairman of the Board and other Board Members received remuneration totaling 593.8 KEUR (427.1). Remuneration of the Board of Directors is presented in Note 30 on page 87.

## REMUNERATION OF EXTERNAL AUDITORS

Remuneration for services in addition to auditing services primarily refers to work related to acquisitions and tax. Remuneration of the external auditors is presented in Note 31 on page 87.

For more details about principles practised:

- The Swedish Companies Act, [www.regeringen.se](http://www.regeringen.se)
- The Swedish Code of Corporate Governance, [www.corporategovernanceboard.se](http://www.corporategovernanceboard.se)

More information is available at [hexagon.com](http://hexagon.com)

- Articles of Association
- Information from earlier Annual General Meetings
- Information about the Nomination Committee
- Information ahead of the Annual General Meeting 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 283-7122	<b>FAX (A/C, No.):</b> (800) 363-0105
<b>INSURED</b> Intergraph Corporation PO Box 240000 Huntsville AL 35813 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER B:</b> The Charter Oak Fire Insurance Company	25615
	<b>INSURER C:</b> The Travelers Indemnity Co of America	25666
<b>INSURER D:</b> The Phoenix Insurance Company	25623	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 570072231888 **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	ADDL INSD	SUBR VWD	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 <input type="checkbox"/> OTHER:			GL5096990	06/01/2018	06/01/2019	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
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HO CAP 162D6025 18	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$25,000			12318882	06/01/2018	06/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HRHUB117D342518 AZ, FL, MA, MN, OR, VA, WV, WI HC2NUB4018M32618 AOS	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<b>E&amp;O-PL-Primary</b>			15808687 Claims Made SIR applies per policy terms & conditions	05/31/2018	06/01/2019	Ea Claim/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NASSAU COUNTY IS ADDITIONAL INSURED UNDER GENERAL LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  NASSAU COUNTY POLICE DEPARTMENT ATTN: EDMUND HORACE, DEPUTY INSPECTOR COMMUNICATIONS BUREAU 1490 FRANKLIN AVE MINEOLA NY 11501 USA	<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  <i>Aon Risk Services Northeast Inc.</i>
---	---

Holder Identifier :

Certificate No : 570072231888

### ADDITIONAL REMARKS SCHEDULE

AGENCY

**NAMED INSURED**

**POLICY NUMBER**

CARRIER

NAIC CODE

EFFECTIVE DATE:



E-87-18  
E-87-18

**NIFS ID: CQAT18000009 Department: County Attorney**

**Capital:**

SERVICE: Outside counsel

Contract ID #: CQAT18000009

NIFS Entry Date: 13-JUL-18

Term: from 01-AUG-18 to 31-JUL-20

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: <b>Dellaverson, P.C.</b>	Vendor ID#:
Address: 90 Hillside Avenue	Contact Person: Gary J.
Hastings-on-Hudson, New York 10706	Dellaverson
	Phone: (917) 453-0040

Department:
Contact Name: Daniel Gregware
Address: 1 West Street
Mineola, New York 11501
Phone: (516) 571-1675

## Routing Slip

Department	NIFS Entry: X	13-JUL-18 -- MREYNOLDS
Department	NIFS Approval: X	13-JUL-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUL-18 -- MWORSHAM
OMB	NIFS Approval: X	13-JUL-18 -- MWORSHAM
County Atty.	Insurance Verification: X	13-JUL-18 -- DGREGWARE
County Atty.	Approval to Form: X	13-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	16-JUL-18 -- H WILLIAMS

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-JUL-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> New outside counsel contract for the firm, Dellaverson, P.C., to represent the County in at the table, collective bargaining negotiation, as well as collective bargaining support in its negotiations with the County's unions.</p>
<p><b>Method of Procurement:</b> The proposed contract results from a written RFQ that was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of Labor Negotiations, the evaluation committee qualified four firms in this area and conducted a mini-bid solicitation. The four firms that were solicited were: (1) Bee Ready Fishbein Hatter &amp; Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb &amp; Barnosky, LLP. All four firms responded. The committee has recommended that firms Dellaverson and Lamb &amp; Barnosky be retained to represent the County in connection with ongoing labor negotiations with the County's six unions. The six expired contracts will require intensive negotiating efforts.</p> <p>Dellaverson, P.C., and Lamb &amp; Barnosky have substantial public sector bargaining experience and will provide a strong "across the table" presence throughout collective bargaining.</p> <p>The contracts with Lamb &amp; Barnosky, LLP and Dellaverson, P.C. are being submitted to the Rules Committee at this time, as these are new vendors with no existing contracts with the County. Bee Ready Fishbein Hatter &amp; Donovan, LLP and Jackson Lewis P.C. have existing contracts for ongoing litigation and will continue to represent Nassau County. These contracts can be amended or replaced at a later time.</p>
<p><b>Procurement History:</b> New contract. See method of procurement above.</p>
<p><b>Description of General Provisions:</b> As described above.</p>
<p><b>Impact on Funding / Price Analysis:</b> \$585,000.00 contract max amount with \$105,000.00 initial encumbrance for projected expenditures for balance of 2018; \$12,500 per month for August/September; \$25,000 per month for October through December.</p>
<p><b>Change in Contract from Prior Procurement:</b> N/A</p>
<p><b>Recommendation:</b> (approve as submitted) Approve as submitted.</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue			ATGEN1100/DE502	\$ 105,000.00
Control:	AT	Contract:				\$ 0.00
Resp:	1100	County	\$ 105,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:						

Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 105,000.00			
RENEWAL					TOTAL	\$ 105,000.00
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Dellaverson, P.C.

2. Dollar amount requiring NIFA approval: \$585000

Amount to be encumbered: \$105000

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: 08/01/2018-07/31/2020

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

If yes, please explain: As of 07/13/2018, services have not commenced, but services scheduled to commence on 08/01/2018.

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		County % 100

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:

New outside counsel contract for the firm, Dellaverson, P.C., to represent the County in "at the table" collective bargaining negotiation, as well as collective bargaining support in its negotiations with the County's unions.

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:



## 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.

MWORSHAM

13-JUL-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.            – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY AND DELLAVERSON, P.C.

WHEREAS, the County has negotiated a personal services agreement  
with Dellaverson, P.C., to provide legal services for the County, a copy of  
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Dellaverson, P.C.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Dellaverson, P.C. (CQAT18000009)

**CONTRACTOR ADDRESS:** 90 Hillside Avenue, Hastings-on-Hudson, New York 10706

**FEDERAL TAX ID #:** [REDACTED]

**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. X The contractor was selected pursuant to a Request for Qualifications ("RFQ").** The Contract was entered into after a written RFQ was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of "Labor Negotiations," the evaluation committee has made its selection in this area of law. Dellaverson, P.C. has been qualified by the evaluation committee in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be added later by the evaluation committee. The initial assignment to Dellaverson, P.C. is to provide as needed support to the County in the labor negotiation process with the County's six unions. Dellaverson, P.C. has been selected for this initial assignment after a mini-bid solicitation was conducted by the County Attorney's Office to select firm(s) to represent the County in collective bargaining negotiations and/or related litigation. The four firms that were solicited under this mini-bid solicitation were: (1) Bee Ready Fishbein Hatter & Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb & Barnosky, LLP. All four firms responded to the mini-bid solicitation. The mini-bid evaluation committee has recommended all four firms to represent the County in various areas of these assignments, with each firm bringing their

own area of expertise that the County can utilize throughout the negotiation process and/or any related litigation.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

7/13/2018  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts; Rev. 01/18



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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.

Dated: 7/13/2018

Vendor: Dellam, PC

Signed: [Signature]


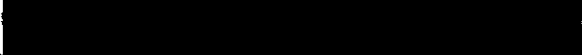



Print Name: Gary Dellam

Title: Principal

## 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 Gary DeLuca  
Date of birth   
Home address   
City/state/zip   
Business address 381 Park Ave. Suite #702  
City/state/zip NY, NY, 10016  
Telephone 212-561-8797  
Other present address(es) Nine  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 5/1/2016 Treasurer 1/1/  
Chairman of Board 1/1/ Shareholder 1/1/  
Chief Exec. Officer 1/1/ Secretary 1/1/  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 1/1/  
(Other) \_\_\_\_\_
3. Do you ~~have~~ an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. sole proprietor
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details. 
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐  
If Yes, provide details. 

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐  
If Yes, provide details. *NY MTA  
Panyns*

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) *No*
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, GARY DELLARUM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of 24 2018

[Signature]  
Notary Public

ROBERTA K. PREYER  
Notary Public, State of New York  
No. 01PR6146059  
Qualified in New York County  
Commission Expires Aug. 12, 2018

Dellarum, P.C.  
Name of submitting business

GARY T. DELLARUM  
Print name

[Signature]  
Signature

Principal  
Title

07 / 13 / 2018  
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: 7/17/2012

- 1) Proposer's Legal Name: DeLaurin PC  
2) Address of Place of Business: 381 Park Ave South, NY, NY 10014

List all other business addresses used within last five years:

3) Mailing Address (if different): same

Phone: 212-561-8797

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) (P.C.)

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details, \_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract), \_\_\_\_\_

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation, \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation, \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge, \_\_\_\_\_

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge, \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

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 conviction. \_\_\_\_\_

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 occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No   /   If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No   /   If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Conformance with N.Y.C. Code of Professional Responsibility

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; April 2018
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 1
- vi) Annual revenue of firm; [REDACTED]
- vii) Summary of relevant accomplishments attach
- viii) Copies of all state and local licenses and permits.

Gay Dellac  
90 H. H. H. H.  
Hastings on Hudson,  
NY 10706

- B. Indicate number of years in business. 6
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company submitted in proposal MTA

Contact Person Margaret Connor

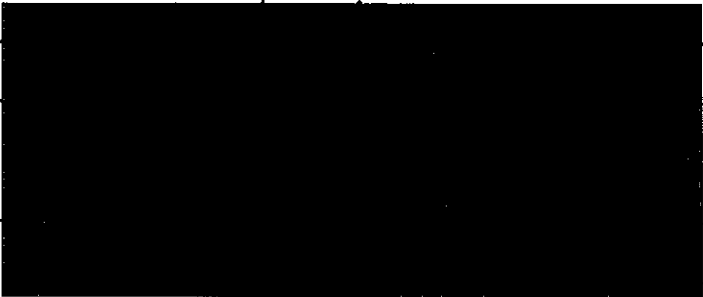
Address

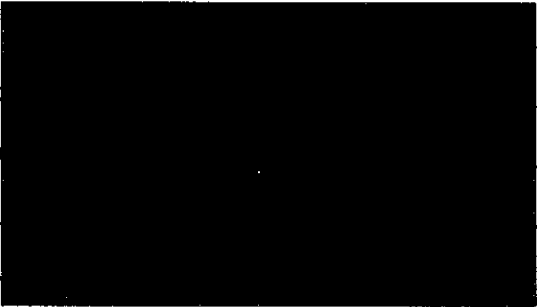
City/State

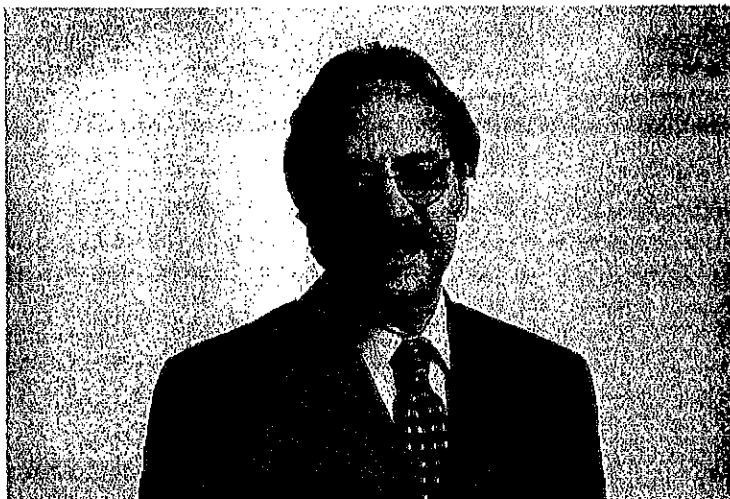
Telephone

Fax #

E-Mail Address

Company ~~submitted in project~~ P.A.A.H. & NY:net  
Contact Person Michael Fabrizio  
Address   
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Company ~~submitted in project~~ N.Y. Power Auth.  
Contact Person Liri Alessio  
Address   
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_



Contact

**Gary J. Dellaverson**

**Special Counsel**

New York

+1.212.969.3584

gdellaverson@proskauer.com

Gary J. Dellaverson is a special counsel in the Labor & Employment Law Department.

Having served as Chief Labor Negotiator and, most recently, Chief Financial Officer to the MTA, the largest public transportation company in the U.S., Gary brings extensive public sector experience to the firm. Over the course of his 19-year career at the MTA, he led numerous high-profile negotiations, including the settlement of the illegal 2005 citywide transit strike and efforts to sell the West Side Rail Yards and Atlantic Yards, paving the way for among the largest redevelopment projects in New York City in more than a decade as well as hundreds of collective bargaining agreements, including dozens under the Railway Labor Act, a federal law that governs labor relations in the railway and airline industries. He also designed and led the MTA's efforts to secure stable funding, which resulted in a \$2 billion package enacted by the State of New York in 2010.

Prior to joining the MTA, Gary served as Deputy Fire Commissioner for the City of New York and, before that, as Assistant Labor Counsel in City Hall in the administration of Mayor Ed Koch. He began his career in private practice.

Practices



## Labor & Employment

## Education

New York University School of Law, J.D., 1979

Columbia University, Columbia College, B.A., 1975

## Admissions & Qualifications

## New York

## Court Admissions

U.S. District Court, New York, Southern District

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gary Dousman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of July 2018

Robert A. Freyer  
ROBERTA K. FREYER  
Notary Public, State of New York  
No. 01PR6146059  
Qualified in New York County  
Commission Expires Aug. 12, 2018

Name of submitting business: Dellam, PC

By: Gary Dousman

Print name

[Signature]

Signature

Principal

Title

7/13/2018

Date


COUNTY OF NASSAU

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

1. Name of the Entity: DELLAUBRON PC

Address: 381 Park Ave S.W. #720

City, State and Zip Code: NY, NY 10016

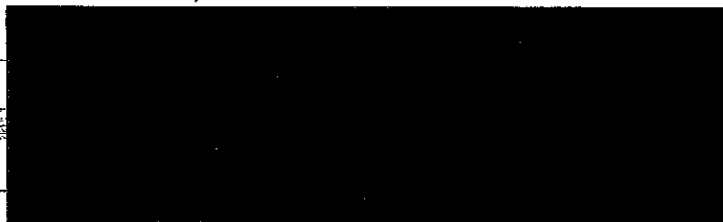
2. Entity's Vendor Identification Number: 

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (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):

GARY T DELLAUBRON



5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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

No

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/13/2018

Signed:

Print Name: Gary Dougherty

Title:

Principal

**Page 4 of 4**

**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.



## DELLAVERSON, P.C.

381 Park Avenue South Suite 720  
New York, N.Y. 10016  
(212) 561-8797  
gjd@dellaversonpc.com

May 18, 2018

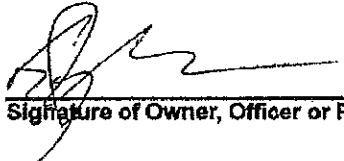
USI Insurance Services  
14 Cliffwood Avenue  
Suite 310  
Matawan, NJ 07747

RE: Lawyers Professional Liability Insurance  
Policy Number:

Account# 4769101

This is to acknowledge that after inquiry, I am not aware of any claims and/or circumstances, acts, errors or omissions that could result in a professional liability claim since my last application was signed on 4-11-2018.

This will also certify that to the best of my knowledge, the information given on the application is unchanged since it was completed, to be effective and incorporated by my/our execution hereon.

 5/18/2018  
\_\_\_\_\_  
Signature of Owner, Officer or Partner of Firm

# Lawyers Professional Liability Insurance Attorney Roster

Name of Firm: Dellaverson, PC

All lawyers must be listed to be considered as Insureds. Of Counsel Lawyers need not be listed unless individual coverage is desired.

Lawyer's Name:	Designation Code:*	Bar Association(s):	Date of Hire:	Prior Acts Date:	Number of Hours per week:
Gary Dellaverson	SP			06/15/2018	26

\*Designation Codes: (Need to capture in the spreadsheet)

O Officers, Directors or Shareholders of the corporation who are licensed lawyers.  
E Employee lawyers (must be employee of applicant).  
PT Part-Time lawyers (Works less than 1,000 hours per year).

P Partners of a partnership.  
C Of Counsel attorneys for whom coverage is desired.  
S Sole proprietor.

  
Signature of Owner, Partner or Officer

5/19/2012  
Date





AFFINITY

14 Cliffwood Ave, Suite 310  
Matawan, NJ 07747

Page 3 of 3

Quote Number: APP80547101

Account Number: 4769101

Quote

Expiration Date: 06/01/2018

### ORDER TO BIND

I/We request and authorize the issuance of a Lawyers Professional Liability Insurance Policy as per the option selected below.

I/We understand that this policy will not provide coverage for legal services provided prior to the retroactive date(s) listed.

I/We acknowledge that, after inquiry, there are no known claims, circumstances, acts, errors, omissions that could result in a professional liability claim since completion of the most recent application and supplements for the law firm named herein as insured.

I/We acknowledge that to the best knowledge, the information given on the application and supplements used to elicit these quotations for insurance remain unchanged since they were completed and can be effective and incorporated by execution hereon.


### LIMIT AND DEDUCTIBLE OPTIONS

Option	Limit of Liability	Deductible	Premium	Taxes	Fees	Total Payment	Down Pmt	Select Option
1	\$ 1,000,000/\$ 1,000,000	\$ 5,000	\$ 949.00		0	\$ 949.00	N/A	<input checked="" type="checkbox"/>

#### Payment Plans:

Net premium due within 10 days of the effective date unless other arrangements are in place with USI Affinity.

Please complete, sign, date and return this form to confirm desired coverage. If multiple options were quoted, be certain you have put an X next to the option you have selected above.

  
\_\_\_\_\_  
SIGNATURE OF PRINCIPAL

5/19/2018  
\_\_\_\_\_  
DATE

Insured: Dellaverson, PC

Eff Date: 06/15/2018

Retro: 06/15/2018

### SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Dellaverson, P.C., with an office located at 90 Hillside Avenue, Hastings-on-Hudson, New York 10706 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is currently negotiating collective bargaining agreements with the County's six unions; and

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel to assist in providing collective bargaining negotiation support; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

1. Term. This Agreement shall commence on August 1, 2018 and shall terminate on July 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. (a) The services to be provided by Counsel under this Agreement (the "Services") shall consist of representing the County in "at the table" collective bargaining negotiation, as well as collective bargaining support in its negotiations with the following County unions (collectively, the "Unions"): Police Benevolent Association ("PBA"); Civil Service Employees Association ("CSEA"); Police Superior Officers Association ("SOA"); Police Detectives Association ("DAI"); Sheriff's Correction Officers Benevolent Association ("COBA"); and Investigators Police Benevolent Association ("IPBA"). The Services to be performed by Counsel under this Agreement shall include, but are not limited to, the following:

- (1) Introduce and familiarize themselves with County finances and personnel;
- (2) Identify and review management proposals;
- (3) Make informal introductions with the Union leaders;
- (4) Conduct collective bargaining with each certified Union representative;
- (5) Work with the County to formulate bargaining proposals and positions;
- (6) Work with the County to analyze hypothetical and proposed Union proposals and contract provisions;
- (7) Perform costing analysis based upon County's and Union's proposed bargaining points/proposals;
- (8) Identify target leadership at the Unions;
- (9) Frequently work with County leadership to design scenarios;
- (10) Perform routine, periodic status reviews with County leadership;
- (11) If settlements appear unlikely, commence preparation for impasse/fact finding resolution;

- (12) If litigation related to the collective bargaining negotiations commences, Counsel shall assist the County and/or County's outside counsel in initial preparation;
- (13) If negotiations continue, Counsel shall pursue more complex bargaining strategies, and prepare management for morale and possible disruption impacts.

(b) The Department may, in its sole discretion, authorize any changes or additions to the scope of Services set forth above.

(c) Counsel shall submit to the Department or Department designee monthly status reports detailing its progress throughout the term of this Agreement. At the Department's request, Counsel shall meet with County personnel to discuss the status of the negotiations and address any concerns raised by the Department.

(d) When providing the Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Five Hundred Eighty-five Thousand Dollars (\$585,000.00) ("Maximum Amount"). The Maximum Amount shall be payable as follows:

- (1) Payment Schedule. The County shall pay Counsel Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for the first two months of this Agreement. Beginning in the third (3<sup>rd</sup>) month of this Agreement, and for each month thereafter, the County shall continue to pay Counsel Twelve Thousand Five Hundred Dollars (\$12,500.00) per month until collective bargaining sessions commence, whereupon the monthly rate payable to Counsel shall be increased to Twenty-five Thousand Dollars effective on the day of the first collective bargaining session. Collective bargaining sessions shall be deemed to have commenced on the day of the first official collective bargaining session under the New York State Labor Law, between the County, represented by Counsel, and one of the Unions, represented by a certified Union representative. If collective bargaining sessions begin in the first two (2) months of this Agreement, the County shall only pay Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for these two (2) months and the monthly rate shall increase to Twenty-five Thousand Dollars (\$25,000.00) on day one (1) of the third (3<sup>rd</sup>) month. Payment for any month in which collective bargaining sessions commence after day one (1) of the month and after the first two (2) months of this Agreement, shall be prorated between Twelve Thousand Five Hundred Dollars (\$12,500.00) and Twenty-five Thousand Dollars (\$25,000.00) monthly rates, based on the actual number of days in the month. Once the Twenty-five Thousand Dollars (\$25,000.00) monthly rate first becomes effective, the County reserves the right to suspend Services upon email written notice with the suspension effective one (1) day after transmission of the email. Payment for any month in which Services are suspended shall be prorated between the current monthly rate and no charge, based on the actual number of days in the month. The County may request that Counsel resume Services following suspension upon email written notice, with the resumption of Services effective one (1) day after transmission of the email, or immediately if mutually agreed by the County and Counsel, at either the Twelve Thousand Five Hundred Dollars (\$12,500.00) monthly rate if collective bargaining sessions are not taking place at the time of resumption, or Twenty-five Thousand Dollars (\$25,000.00) monthly rate if collective bargaining sessions are

taking place at the time of resumption. If resumption does not involve collective bargaining session Services upon resumption, but collective bargaining session Services resume thereafter, then the County shall pay a rate of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month until such time as collective bargaining sessions resume, whereupon the monthly rate payable by the County to Counsel shall increase to Twenty-five Thousand Dollars (\$25,000.00), effective on the first day that collective bargaining sessions resume. At all times, the County reserves the right to terminate this Agreement immediately, for any or no reason in accordance with Section 13 of this Agreement.

(2) Maximum Amount for Expenses and Disbursements. In addition to the fee described in Section 3(a)(1) above, Counsel shall be reimbursed for the actual cost of expenses and disbursements, which shall not exceed a maximum amount of Ten Thousand Dollars (\$10,000.00). Expenses and disbursements that are eligible for reimbursement by the County are more fully described in Section 3(d) below.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Five Thousand Dollars (\$105,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a record indicating with reasonable specificity the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursements. Counsel shall be compensated for reasonable and actual expenses and disbursements incurred within the maximum amount that is allocated for expenses and disbursements in Section 3(a)(2) above. The expenses and disbursements reimbursable to Counsel under this Agreement shall be limited to reasonable and actual travel costs allowable in accordance with the Guidelines. All other expenses and disbursements shall be borne by Counsel, unless the County Attorney or his designee gives their prior written approval and the expense or disbursement is authorized under the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of

this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for Services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such Services. Payments to Counsel for Services performed prior to termination for any partial month shall be prorated between the monthly rate currently in effect and no charge, based on the actual number of days in the month.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel 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 Counsel 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. Counsel 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, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel 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. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any or no reason, with or without Cause, by the County immediately upon receipt by Counsel of written notice of termination, (ii) upon mutual written Agreement of the County and the Counsel, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement, Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.



15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. Notices. Except as provided in Section 3 of this Agreement, any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars

(\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

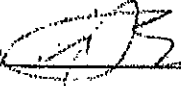
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

**23. Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

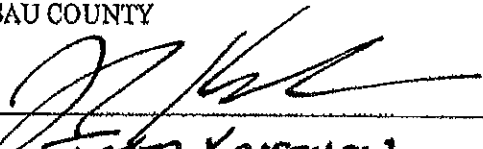
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

DELLAVERSON, P.C.

By:   
Name: GARY DELLAVERSON  
Title: Principal  
Date: 7/13/2018

NASSAU COUNTY

By:   
Name: JARED KARSCH  
Title: County Attorney  
Date: 7/13/18

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13<sup>th</sup> day of July in the year 2011 before me personally came Ray T. Dellamora to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Principal of Dellamora PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]  
NOTARY PUBLIC

ROBERTA K. FREYER  
Notary Public, State of New York  
No. 01PR6146069  
Qualified in New York County  
Commission Expires Aug. 12, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of July in the year 2018 before me personally came Joel A. Kessche to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

[Signature]  
NOTARY PUBLIC

NICHOLAS P. SARANDIS  
NOTARY PUBLIC, State of New York  
No. 4761519  
Qualified in Nassau County  
Commission Expires Dec. 31, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a



manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

GARY J. DELL'ACQUA (Name)

381 Park Ave South #720, New York, NY 10016 (Address)

212-561-8777 (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 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 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.

7/13/2018  
Dated \_\_\_\_\_

[Signature]  
Signature of Chief Executive Officer

GARY T. DELLAPORTA  
Name of Chief Executive Officer

Sworn to before me this

13 day of July, 2018.

[Signature]  
Notary Public

ROBERTA K. PREYER  
Notary Public, State of New York  
No. 01PR0140060  
Qualified in New York County  
Commission Expires Aug. 12, 2018



E-88-18  
E-88-18

**NIFS ID: CQAT18000008 Department: County Attorney**

**Capital:**

SERVICE: Outside counsel

Contract ID #: CQAT18000008

NIFS Entry Date: 13-JUL-18

Term: from 01-AUG-18 to 31-JUL-23

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Lamb &amp; Barnosky, LLP</b>	Vendor ID#: 4
Address: 534 Broadhollow Road, Suite 210 Melville, New York 11747	Contact Person: Richard K. Zuckerman
	Phone: (631) 414-5808

<b>Department:</b>
Contact Name: Daniel Gregware
Address: 1 West Street Mineola, New York 11501
Phone: (516) 571-1675

## Routing Slip

Department	NIFS Entry: X	13-JUL-18 -- DGREGWARE
Department	NIFS Approval: X	13-JUL-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	13-JUL-18 -- MWORSHAM
OMB	NIFS Approval: X	13-JUL-18 -- MWORSHAM
County Atty.	Insurance Verification: X	13-JUL-18 -- DGREGWARE
County Atty.	Approval to Form: X	13-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	16-JUL-18 -- H WILLIAMS

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-JUL-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> The services to be provided by Lamb &amp; Barnosky, LLP under this contract shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. Lamb &amp; Barnosky, LLP has been initially qualified in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be determined by the County Attorney's office.</p> <p>Lamb &amp; Barnosky, LLP will initially be assigned to provide as needed support to the County in the labor negotiation process with the County's unions.</p>
<p><b>Method of Procurement:</b> The proposed contract results from a written RFQ that was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of Labor Negotiations, the evaluation committee qualified four firms in this area and conducted a mini-bid solicitation. The four firms that were solicited were: (1) Bee Ready Fishbein Hatter &amp; Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb &amp; Barnosky, LLP. All four firms responded. The committee has recommended that firms Dellaverson and Lamb &amp; Barnosky be retained to represent the County in connection with ongoing labor negotiations with the County's six unions. The six expired contracts will require intensive negotiating efforts.</p> <p>Dellaverson, P.C., and Lamb &amp; Barnosky have substantial public sector bargaining experience and will provide a strong "across the table" presence throughout collective bargaining.</p> <p>The contracts with Lamb &amp; Barnosky, LLP and Dellaverson, P.C. are being submitted to the Rules Committee at this time, as these are new vendors with no existing contracts with the County. Bee Ready Fishbein Hatter &amp; Donovan, LLP and Jackson Lewis P.C. have existing contracts for ongoing litigation and will continue to represent Nassau County. These contracts can be amended or replaced at a later time.</p>
<b>Procurement History:</b> New contract. See method of procurement above.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$750,000 max amount, with \$250,000 initial encumbrance
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 250,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 250,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$ 250,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 250,000.00</b>



# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Lamb & Barnosky, LLP

2. Dollar amount requiring NIFA approval: \$750000

Amount to be encumbered: \$250000

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: 08/01/2018-07/31/2023

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

If yes, please explain: As of 07/13/2018, services have not commenced, but services scheduled to commence on 08/01/2018.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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 services to be provided by Lamb & Barnosky, LLP under this contract shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. Lamb & Barnosky, LLP has been initially qualified in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be determined by the County Attorney's office.

Lamb & Barnosky, LLP will initially be assigned to provide as needed support to the County in the labor negotiation process with the County's unions.

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:

## 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.

MWORSHAM

13-JUL-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY AND LAMB & BARNOSKY, LLP

WHEREAS, the County has negotiated a personal services agreement with Lamb & Barnosky, LLP., to provide legal services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Lamb & Barnosky, LLP.

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Lamb & Barnosky, LLP (CQAT18000008)

**CONTRACTOR ADDRESS:** 534 Broadhollow Road, Suite 210, Melville, New York 11747

**FEDERAL TAX ID #:** [REDACTED]

**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. X The contractor was selected pursuant to a Request for Qualifications ("RFQ").**

The Contract was entered into after a written RFQ was issued on April 25, 2018. Potential proposers were made aware of the availability of the RFQ by advertisement in Newsday, via email to interested parties, and by publication on the County procurement website. Proposals were due on May 31, 2018. Forty-five (45) proposals were received. The evaluation committee is reviewing the proposals and is in the process of creating a panel of qualified firms in twenty-five (25) different areas of law, however, because of the immediate need for legal services in the area of "Labor Negotiations," the evaluation committee has made its selection in this area of law. Lamb & Barnosky, LLP has been qualified by the evaluation committee in the area of "Labor Negotiations," with potential additional area(s) of qualification(s) to be added later by the evaluation committee. The initial assignment to Lamb & Barnosky, LLP is to provide as needed support to the County in the labor negotiation process with the County's six unions. Lamb & Barnosky, LLP has been selected for this initial assignment after a mini-bid solicitation was conducted by the County Attorney's Office to select firm(s) to represent the County in collective bargaining negotiations and/or related litigation. The four firms that were solicited under this mini-bid solicitation were: (1) Bee Ready Fishbein Hatter & Donovan, LLP; (2) Dellaverson, P.C. (3) Jackson Lewis P.C.; and (4) Lamb & Barnosky, LLP. All four firms responded to the mini-bid solicitation. The mini-bid evaluation committee has recommended all four firms to represent the County in various areas of these assignments, with each

firm bringing their own area of expertise that the County can utilize throughout the negotiation process and/or any related litigation.

**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. ☐ X 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. ☐ X Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

7/13/2018  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 01/18



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

---

---

---

---

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.

Dated: 7/5/18

Vendor: Lomb & Karstarky, LLP

Signed: [Signature]

Print Name: Richard Zukerman

Title: Treasurer

**APPENDIX D**  
**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 Eugene R. Barnesky  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 534 Broadhollow Rd., Suite 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 1 / 1 / 87  
Vice President      /      /       
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. [REDACTED]
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 X NO      If Yes, provide details. [REDACTED]
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO X; If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 6 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Eugene R. Barnosky, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Lamb & Barnosky LLP  
Name of submitting business

Eugene R. Barnosky  
Print name

[Signature]  
Signature

Managing Partner  
Title

7/6/18  
Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.**

1. Principal Name Alyson Mathews  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 534 Broadhollow Road, Suite 210  
City/state/zip Melville, New York 11747  
Telephone (631) 694-2300  
Other present address(es) None  
City/state/zip   
Telephone   
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President / / Treasurer / /  
Chairman of Board / / Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner 1 / 1 / 2013  
Vice President / /  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO  If Yes, provide details. [REDACTED]
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 X NO  If Yes, provide details. [REDACTED]
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES  NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No.

- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Alyson Matthews, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5 day of July 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2018

Lomb & Brenosky, LLP  
Name of submitting business

Alyson Matthews  
Print Name

Alyson Mathew  
Signature


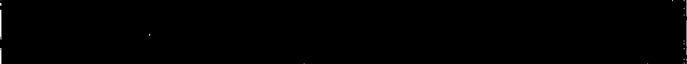
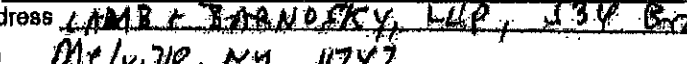


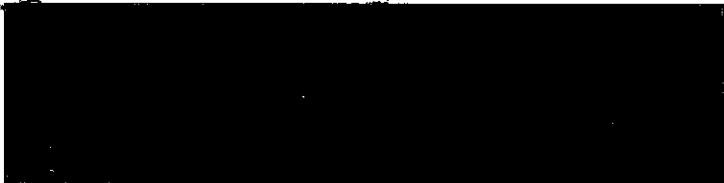
Partner  
Title

7 / 5 / 2018  
Date

**APPENDIX D**  
**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 JEFFREY ZANKEL  
Date of birth   
Home address   
City/state/zip   
Business address LAMB & RANDOLPH, LLP, 134 Broadhollow Rd.  
City/state/zip Mt. Vernon, NY 11747  
Telephone 631-694-2300  
Other present address(es) NO  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /    /    Treasurer    /    /     
Chairman of Board    /    /    Shareholder    /    /     
Chief Exec. Officer    /    /    Secretary    /    /     
Chief Financial Officer    /    /    Partner 10/1/11 to 2002  
Vice President    /    /     
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. 
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details. 
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details.  




6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If Yes, provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

NO

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- 7) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 8? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 8, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 8 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey A. Zankel, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5<sup>th</sup> day of July 20 18

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 20 22

LAMB + BARNOSKY, LLP  
Name of submitting business

Jeffrey A. Zankel  
Print name

[Signature]  
Signature

Partner  
Title

07/05/2018  
Date

**APPENDIX D**  
**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 Richard K. Zuckerman  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 534 Broadhollow Rd., Ste. 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
Other present address(es) None  
City/state/zip   
Telephone   
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner 3/1/04  
Vice President    /   /     
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. [REDACTED]
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 X NO     If Yes, provide details. [REDACTED]
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     If Yes, provide details. [REDACTED]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Zuckerman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5<sup>th</sup> day of July 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Lambert P. Mackay, LLP  
Name of submitting business  
Richard Zuckerman  
Print name  
[Signature]  
Signature  
Partner  
Title  
7 1 5 1 18  
Date

APPENDIX D  
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 ROBERT H. COHEN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 534 BROADWAY, 10th FL  
City/state/zip NEW YORK, NY 10012  
Telephone 631-694-2800  
Other present address(es) N/A  
City/state/zip [REDACTED]  
Telephone 631-386-5727  
List of other addresses and telephone numbers attached

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

President / / / / / Treasurer / / / / /  
Chairman of Board / / / / / Shareholder / / / / /  
Chief Exec. Officer / / / / / Secretary / / / / /  
Chief Financial Officer / / / / / Partner 1 / 1 / 1 / 9  
Vice President / / / / / / /  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details. [REDACTED]

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. [REDACTED]

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO X If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT H. COHEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5<sup>th</sup> day of July 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

LAMB + BARONSKY, LLP.  
Name of submitting business

ROBERT H. COHEN  
Print name

Robert H. Cohen  
Signature

Partner  
Title

7.05.18  
Date

**APPENDIX D**  
**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 Sharon N. Berlin  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 534 Broadhollow Rd., Ste. 210  
City/state/zip Melville, NY 11747  
Telephone (631) 694-2300  
Other present address(es) None  
City/state/zip   
Telephone   
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President / / Treasurer / /  
Chairman of Board / / Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner 3 / 1 / 04  
Vice President / /  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO  If Yes, provide details. [REDACTED]
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 X NO  If Yes, provide details. [REDACTED]
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ; If Yes, provide details. [REDACTED]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) No.
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- 7) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, SHARON BERLIN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6<sup>th</sup> day of July 2018

Diane Paladino

Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA8079321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Lomb & Barnosky, LLP

Name of submitting business

SHARON BERLIN

Print name

[Signature]

Signature

PARTNER

Title

7, 6, 2018

Date

Appendix C  
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: JUL 25, 2018

1) Proposer's Legal Name: Lamb & Barnosky, LLP

2) Address of Place of Business: 534 Broadhollow Rd., Ste. 210, Melville, NY 11747

List all other business addresses used within last five years:

N.A.

3) Mailing Address (if different): N.A.

Phone: (631) 694-2300

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N.A.

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship X Partnership \_\_\_\_\_ Corporation \_\_\_\_\_  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_\_ No X If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No X 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 X If Yes, provide details: \_\_\_\_\_



10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X 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 X 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 X If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes \_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? \_\_\_\_\_

Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No X If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists. \_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

See attached. \_\_\_\_\_

(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.

See attached. \_\_\_\_\_

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of Incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company County of Suffolk

Contact Person Dennis Cohen, Esq., Chief Deputy County Executive

Address

City/State

Telephone


Fax #

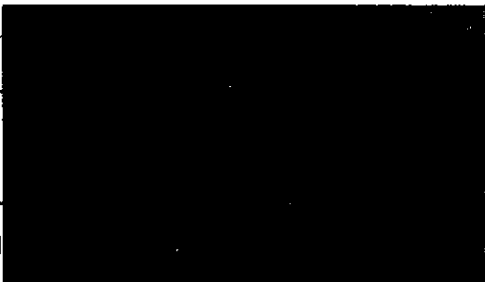
E-Mail Address

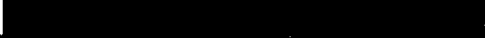
Company City of White Plains

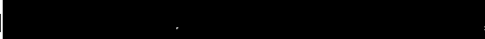
Contact Person John G. Callahan, Chief of Staff, Corporation Counsel

Address 

City/State 

Telephone 


Fax # 


E-Mail Address 

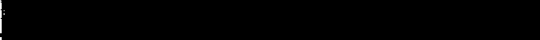
---

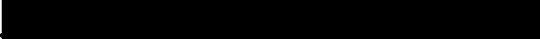
Company Town of Southold

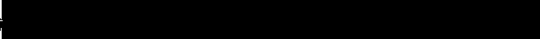
Contact Person Scott Russell, Supervisor

Address 

City/State 

Telephone 

Fax # 

E-Mail Address 

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard K. Zuckerman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5<sup>th</sup> day of July 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

Name of submitting business: Lewist Barabosky, LLP

By: Richard Zuckerman  
Print name

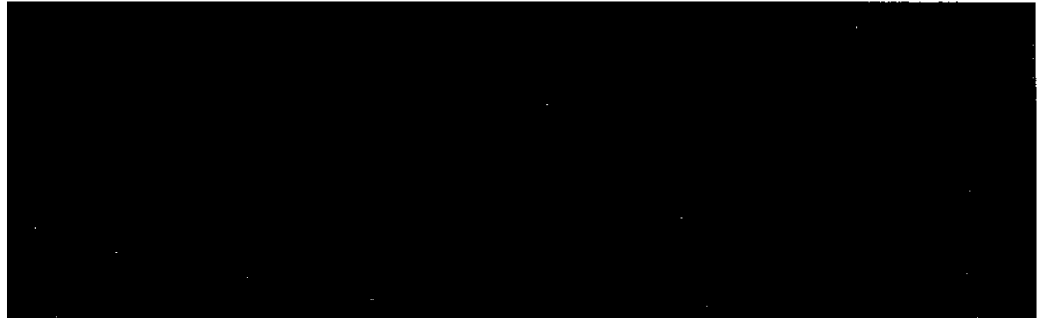
[Signature]  
Signature

Partner  
Title

7 / 5 / 18  
Date

**Conflicts Of Interest**

17.(a)(ii). We have no personal relationships involving the County or its employees or agents except as follows:



17(b). Before taking on any new client or matter, we run a "conflicts check" to ensure that none exist. In the rare event that one occurs, and it is waivable, we seek each party's consent. Where it is not waivable, we decline the representation. While client conflicts are an inevitable *possibility* for any outside counsel, we do not currently anticipate any conflicts between the County and our other clients. In this context, we do wish to affirmatively disclose our representation of NuHealth, where I have served as labor counsel since 2008.

BH  
Section A

The following is the additional information requested to be included in this Response:

- (i.) Date of Formation: Lamb & Barnosky, LLP was founded on January 1, 1981.
- (ii.) Names, addresses and positions of all persons with a financial interest in Lamb & Barnosky:

Barnosky, Eugene

[REDACTED]

Berlin, Sharon N.

[REDACTED]

Cohen, Robert

[REDACTED]

Crocker, Lindsay T.

[REDACTED]

Feldman, Michelle S.

[REDACTED]

Godsberg, Steven

[REDACTED]

Lamb, Paul

[REDACTED]

Mathews, Alyson

[REDACTED]

Zankel, Jeffrey A. & Lori

[REDACTED]

Zuckerman, Richard K.

[REDACTED]

(iii.) The following individuals are partners in the Firm:

Eugene Barnosky, Esq.

[REDACTED]

Sharon N. Berlin, Esq.

[REDACTED]

Robert Cohen, Esq.

[REDACTED]

Lindsay T. Crocker, Esq.

[REDACTED]

Michelle S. Feldman, Esq.

[REDACTED]

Marcy Finkelstein, Esq.

[REDACTED]

Steven Godsberg, Esq.

[REDACTED]

Scott Karson, Esq.

[REDACTED]

Paul Lamb, Esq.

[REDACTED]

Alyson Mathews, Esq.

[REDACTED]

Jeffrey A. Zankel, Esq.

[REDACTED]

Peter N. Zogas, Esq.

[REDACTED]

Richard K. Zuckerman, Esq. (address listed above)

(iv.) The Firm is a New York Limited Liability Partnership.

(v.) There are 36 employees of the Firm, inclusive of partners.

(vi.) The Firm's annual revenue for

[REDACTED]



(vii.) A summary of relevant accomplishments was included in A above.

(viii.) The Attorneys' licenses to practice law are attached.

Section  
Section

B. Indicate number of years in business: The Firm has been in business for 37 years.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services: Information responsive to this request is included in A above.

## Appendix C -- Addendum

### A. Proposer's Professional Qualifications

The following summarizes our qualifications and experience in providing bargaining negotiating support to public employers, including the County of Nassau. Specific to Nassau County I, along with the then Directors of Labor Relations, engaged in collective bargaining and/or interest arbitration proceedings during the period 2002-2009, with the PBA, SOA, DAI, SHOA (now COBA) and IPBA both for new contracts and reopeners to then existing contracts. I continued on through 2014 as the County's advocate in IPBA-related negotiations and an interest arbitration proceeding, a role I also served in the other interest arbitration proceedings. Regarding the IPBA interest arbitration proceeding for that Unit's first contract, I successfully insisted upon requiring that the award include the award of an actual contract book which was, at the time, the first Nassau County Police Unit contract book in nearly two decades.

#### Richard Zuckerman

I would personally conduct or, if preferred, participate, in the negotiations. Before joining Lamb & Barnosky in 2004, I spent almost 20 years at Rains & Pogrebin, P.C., where I also concentrated in public sector labor and employment law matters, and provided all of the professional services mentioned below.

My approach to labor relations has resulted in notable achievements for my clients including, among other things, negotiating police union health insurance contributions on Long Island; negotiating increased retiree health insurance premium contributions for retirees who return to NYSHIP after being covered by a buyout; achieving the first ever in New York "double zero" (*i.e.*, two years of no wage increases) Interest Arbitration Award, which also did not include any additional monies to the covered employees; establishing that, despite a municipal practice of more than 40 years to the contrary, employees and retirees had not secured a contractual right to fully-paid health insurance benefits for life; and negotiating what is believed to be the first ever bargaining unit-wide reduction in salaries in New York State history.

Over the years, I have successfully represented our clients in many hundreds of rounds of collective bargaining, including mediations, fact findings and compulsory and voluntary interest arbitration proceedings and super-conciliations. In the context of interest arbitrations, I have served as both the employer advocate and the employer panel representative. I have also served as our clients' advocate in many hundreds of contract arbitration cases, PERB improper practice charge and bargaining unit decertification/certification and managerial/confidential proceedings, and National Labor Relations Board (NLRB) bargaining unit/decertification representation and unfair labor practice proceedings.

My experience includes representing our clients in hundreds of Federal and State court and administrative agency (*e.g.*, SDHR, EEOC, IBA, OCR, Workers' Compensation, State and local Civil Service Commissions and Personnel Officers) cases covering all labor and employment law-related issues including, without limitation, injunctive relief proceedings, "alphabet soup" claims (ADA, ADEA, FMLA, FLSA; *etc.*), discrimination claims, General

Municipal Law Section 207-a and 207-c proceedings, and even assisting PERB in defending a favorable determination issued by that Agency.

I presently represent dozens of municipalities, libraries and school districts. My clients' employees include police officers, firefighters, deputy sheriffs, correction officers, clericals and other non-instructional and support staff members, all types of other blue and white collar employees, sanitation workers, librarians, teachers, administrators and other pedagogical employees. These employers' bargaining unit sizes range from as few as three members to nearly 6,000 employees. In addition, I have served as a Hearing Officer in General Municipal Law Section 207-a cases in Westchester County and 207-c cases in Rockland County. I also represent private sector employers. Some of these entities are organized (unionized) and others are not.

I have been repeatedly named as a *Best Lawyer in America* and was named the *Best Lawyers in America's 2017-2018 Lawyer of the Year – Labor Law – Management – Long Island, NY* and the *2015-2016 Lawyer of the Year – Labor Law – Management – New York City*. I have also been repeatedly named a *New York Super Lawyer* in Labor and Employment Law, a *Who's Who in American Law* and a *Who's Who* in Labor Law by the Long Island Business News. I am also the recipient of the Global Awards 2016 and 2015 Corporate Livewire Awards for excellence in labor and employment law. I am a Fellow of the Governors of The College of Labor and Employment Lawyers and have also been repeatedly named as one of the 10 Top Leaders in Employment Law on Long Island.

I have been selected by my peers to positions of professional prominence. These include being only one of three people in the history of the NYSBA to serve as Chair of two substantive Sections. I now serve as the Chair of the New York State Bar Association's Local and State Government Law Section and previously served as Chair of NYSBA's Labor and Employment Law Section. I am also a former President of the New York State Association of School Attorneys and was a member of the NYSBA's House of Delegates. I am a Fellow of the American and New York Bar Foundations and an Inaugural Member of the Board of Advisors for the St. John's University School of Law Center for Labor and Employment Law.

I am one of the three (and the sole management-side) co-editors for the New York State Bar Association's treatise (and "bible" for our field), *Lefkowitz on Public Sector Labor and Employment Law (4th Edition)*, as well as several of its preceding Supplements, and was an editor for the American Bar Association's treatise, *Discipline and Discharge in Arbitration*. I was a contributing author to the 6<sup>th</sup> edition of the ABA's contract arbitration treatise, *How Arbitration Works* (Elkouri & Elkouri). I have published several articles about, among other topics, the legal and practical issues of labor and employment law in tough economic times and romance in the workplace, and have had my written work published in, among other publications, the *New York Law Journal*, *New York State Bar Association Journal*, and the New York State Bar Association Municipal Law Section, New York State Bar Association Labor and Employment Law Section, and the New York State County Attorney Newsletters. I have also been featured in articles published in the *New York Times*, *Newsday*, and the *Long Island Business News*, among others.

I appeared on CBS2 T.V. as a labor and employment law authority discussing the MTA/TWU strike, and was solicited to provide telephone commentary about the strike for Fox 5 T.V. News. I have also appeared on *Geraldo At Large* on Fox T.V., as well as NBC and several local cable channels from Long Island to Orange County. I have lectured before the National Academy of Arbitrators, the New York State Public Employment Relations Board, the New York State Bar Association, the American Corporate Counsel Association, the Nassau and Suffolk County Bar Associations and Academies of Law, Cornell ILR, the New York State School Boards Association, IRRA, the NYS Association of School Personnel Administrators, Westchester County Clerks Treasurers Association, several municipal and school official organizations, and numerous student and lay person groups. The topics have included, among others; the Affordable Care Act ("ACA") privatizing and outsourcing public services; getting sick, injured and disabled employees back to work; romance in the workplace; ethics for attorneys practicing labor and employment law; communicating with the press and the public in times of crisis; drafting employment contracts; hiring, supervising and disciplining employees; anticipating and avoiding workplace violence; sexual and other prohibited forms of harassment; controlling sick leave; workers' compensation abuse; employee evaluations and privacy rights (email, voice mail, internet access); free speech in the workplace; First and Fourth Amendment rights; public access to employee and employer records; New York's Lawful Off-Duty Conduct Law; the Americans with Disabilities Act; the federal Family and Medical Leave Act; General Municipal Law § 207-c; and employment issues arising out of the September 11, 2001 tragedy.

I am admitted to the following courts: New York, U.S. District Courts for the Eastern and Southern Districts of New York, Second Circuit Court of Appeals, United States Supreme Court.

I am a *summa cum laude* graduate of Stony Brook University and a graduate of Columbia Law School.

As needed, particularly in the event of an interest arbitration or fact finding, I would be primarily assisted by my partners Sharon Berlin and Alyson Mathews or my associate, Alyssa Zuckerman, all of whose credentials are discussed below.

Sharon Berlin

Sharon joined Lamb & Barnosky, LLP in 2004 and prior to that was an associate and then a partner with me at Rains & Pogrebin. Her practice primarily includes the representation of public and private entities in all aspects of labor and employment law matters and the representation of school districts in general counsel matters. Sharon has successfully negotiated dozens of collective bargaining agreements with units ranging from three employees to more than 1,000 employees. She has conducted numerous employee disciplinary hearings pursuant to Civil Service Law § 75 and other statutory and contractual procedures. She provides day-to-day advice to our clients concerning a variety of labor relations and human resource issues including the Family and Medical Leave Act (FMLA), the accommodation of employees with disabilities, the Fair Labor Standards Act, the Civil Service Law, Taylor Law bargaining obligations, contract interpretation and grievance avoidance. She has also represented our clients in proceedings before the State Division of Human Rights, the Equal Employment Opportunity Commission, the

Department of Labor, the Public Employment Relations Board and arbitrators, as well as in federal and state court litigation.

Sharon has handled several cases where she has been able to shape the case law. For example, she won a case before the United States Court of Appeals for the Second Circuit, *Panse v. Middletown E.C.S.D.*, which held that school administrators may impose reasonably related limitations on the content of a teacher's speech in school. In a related case, *Middletown E.C.S.D. v. Douglas, et al.*, Sharon mounted a successful challenge to the decision of a hearing officer in a statutory teacher disciplinary proceeding, which would have required students to testify in a public hearing about matters involving their own education records. She convinced the court that the Regulations accompanying Education Law § 3020-a were at odds with the federal Family Education Rights and Privacy Act and that it would be unlawful to permit the student testimony to be given in public. To our knowledge, this was the first time in New York State history where a court vacated an arbitrator's evidentiary ruling mid-hearing.

Sharon has also provided counsel and advice to our municipal and school district clients on ethics matters for the last several years and provided training for elected and appointed officials, ethics board, supervisors, attorneys, and rank and file employees regarding the municipal Codes of Ethics and General Municipal Law requirements. She also recommended revisions to one of our client's municipal Code of Ethics, many of which were adopted by its legislative body.

Sharon is a member of the Executive Committee of the NYSBA's Local and State Government Law Section currently serving as its Chair-elect. She previously co-chaired that Section's Employment Relations Committee and a task force which prepared comments to the Legislature about the then proposed property tax levy cap. She is a member of the NYSBA's Labor and Employment Law Section and was co-editor-in-chief of the Third Edition of the Section's *Public Sector Labor and Employment Law* treatise. She has served as co-chair of the Suffolk County Bar Association's Labor and Employment Law Committee, chair of the Nassau County Bar Association's Education Law Committee and chair of the Nassau County Bar Association's Labor and Employment Law Committee.

Sharon serves on the Advisory Board to the Nassau Academy of Law. For many years she co-chaired the Honorary Board for L.I. Against Domestic Violence. She has also served on the Board of Directors for the Long Island Chapter of the National Association of Women Business Owners.

Sharon has been repeatedly named as a *Best Lawyer in America* and as a New York *Super Lawyer* in Labor and Employment Law as well as for Women in the Law. She was honored by Hofstra University Law School's Center for Children, Families and the Law during its first annual Outstanding Women in Law reception. She has been featured in the *Long Island Business News' Who's Who in Women in Professional Services*, *Who's Who in Employment Law on Long Island* and *Who's Who in Intellectual Property & Labor Law*. She was awarded the "Public Private Partnership Award" by ASIS International, Long Island Chapter, the Business Leader of the Year Award from the Suffolk County Coalition Against Domestic Violence, and has been named as one of the 10 leaders in employment law on Long Island. She received the

Nassau County Bar Association's Directors' Award for her outstanding service as chair of the Labor and Employment Law Committee. She also received *Long Island Business News'* 40 Under 40 Award.

In January 2018, Sharon co-authored with me an article that appeared in the New York Law Journal, entitled "Five Steps Government Should Take to Address Workplace Harassment." She has also authored, "Social Media and Litigation," published in the *Suffolk Lawyer*, and has written numerous articles for the New York State Bar Association's *Municipal Lawyer*. She co-authored an article entitled *Romance in the Workplace: Employers Can Make Rules if They Serve Legitimate Needs*, which appeared in the New York State Bar Journal, and an article entitled *Romance in the Workplace: To What Extent Can Employers Dictate the Rules?*, which appeared in the New York State Bar Association's Labor and Employment Law Section Newsletter. She also edited a chapter of the original edition of the American Bar Association treatise, *Discipline & Discharge in Arbitration* and a supplement to that treatise.

Sharon has lectured at programs sponsored by the New York State Bar Association, the New York State School Boards Association, the Nassau/Suffolk Academy of Law, the National Association of Women Business Owners, the Society for Human Resource Management, New York State Association of School Business Officials, and others.

Sharon is admitted to the following courts: New York, U.S. District Courts for the Eastern and Southern Districts of New York, Second Circuit Court of Appeals, United States Supreme Court, and the State of Connecticut Superior Court.

Sharon is an honors graduate of both Cornell University's School of Industrial and Labor Relations and the George Washington University National Law Center.

#### Alyson Mathews

Alyson is a partner in our Firm. Her practice focuses on the representation of employers and school districts in labor and employment law matters. She regularly assists clients with personnel investigations, discrimination complaints, GML §§ 207-a and 207-c proceedings, grievance arbitrations, improper practice charges before PERB, disciplinary charges, contract negotiations, fact finding, and compulsory and voluntary interest arbitration proceedings.

Alyson is the Lamb and Barnosky authority on the Affordable Care Act and has worked closely with our clients towards compliance with this complex statute. She provides advice to our clients about the employer "pay or play" mandates and how to plan for the implementation of same, Healthcare Exchange notice requirements, non-discrimination rules, whether plans maintain their grandfathered status and a wide variety of collective bargaining and personnel-related issues, as well as frequently lecturing on these topics and providing in-house workshops to the Firm's clients and other entities.

She has been featured in the *Long Island Business News' Who's Who in Women in Professional Services*, and *Who's Who in Intellectual Property and Labor Law for 2017*, and has been listed on New York Metro Area Super Lawyers Rising Star List.

In 2017, Alyson was elected to the Board of Directors of the New York State Association of School Attorneys. She is also actively involved in the New York State Bar Association and last month was elected as the Chair-Elect of the Labor and Employment Law Section. She currently serves on the Executive Committee of the Labor and Employment Law Section as the Co-Chair of the Continuing Legal Education Committee, having previously served as Co-Chair of the Membership Committee and Electronic Communications Committee. She is a co-editor of NYSBA's second edition of *Impasse Resolution under the Taylor Law* and a chapter author of the 2017 edition of *Public Sector Labor and Employment Law*. She is also a member of the American Bar Association and the Suffolk County Bar Association.

Alyson is admitted to the following courts: New York, U.S. District Court for the Eastern District of New York.

Alyson received her law degree from Brooklyn Law School and her undergraduate degree, *cum laude*, from Boston College. While at Brooklyn Law School, she was a member of the Moot Court Honor Society and the *Journal of Law and Policy*.

#### Alyssa Zuckerman

Alyssa is an Associate whose practice focuses on representing employers in both the public and private sectors in labor, employment and education law matters. She has significant experience in public and private sector collective bargaining, grievance arbitrations, interest arbitrations, employee disciplinary proceedings, unemployment insurance hearings and matters before the New York State Public Employment Relations Board (PERB). She is admitted to the New York Bar.

Alyssa has presented for the New York State Bar Association ("NYSBA") on the topics of "Social Media and Public Sector Labor and Employment Law" and "The Equal Employment Opportunity Commission's New Guidance on Retaliation: What's New, What's Different, and What's an Employer To Do?" Alyssa has also presented on "Social Media and the Workplace: Labor and Employment Legal Issues," at Cardozo Law School and on "The New York State Paid Family Leave Law" and "Addressing Safety and Emergency Issues in the Public Sector" for the Long Island Labor and Employment Relations Association ("LI LERA"). In addition, Alyssa has guest-lectured at Hofstra Law School and SUNY Old Westbury on "Collective Bargaining, Mediation, Fact-Finding and Interest Arbitration in the Public Sector." She is also a chapter author of the 2017 edition of *Public Sector Labor and Employment Law*.

Alyssa currently serves on several non-profit and for-profit Boards, including the FDNY Firefighter John F. McNamara Foundation's Executive Board as its Vice President; the St. John's Law School Alumni Association's Board of Directors; the St. John's Law School Center for Labor and Employment Law's Board of Advisors; the NYSBA Labor and Employment Law Section's Executive Committee as Membership Committee Chair; and as a Board member of the LI LERA. In addition, Alyssa is a member of the American Bar Association and the Suffolk County Bar Association. Alyssa also volunteers as a coach for the St. John's Law School's American Bar Association Client Counseling Competition team.

Alyssa received her law degree from St. John's and her undergraduate degree from New York University.

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1660695

EUGENE R. BARNOSKY  
LAMB & BARNOSKY, LLP  
634 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 02/06/1980

Appellate Division  
Department of Admission: 2

Law School: ST JOHNS

Registration Status: Due to reregister within 30 days of birthday

Next Registration: Jun 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attlyreg@nycourts.gov](mailto:attlyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH



Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	2456408
	SHARON NAOMI BERLIN
	LAMB & BARNOSKY, LLP
	PO BOX 9034
	MELVILLE, NY 11747-9034
	United States
	(Suffolk County)
	(631) 894-2300
E-mail Address:	SNB@LAMBARNOSKY.COM
Date Admitted in NY:	04/29/1992
Appellate Division	
Department of Admission:	2
Law School:	GEORGE WASHINGTON UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Jan 2020
Disciplinary History:	No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyrereg@nycourts.gov](mailto:attyrereg@nycourts.gov).

[www.nycourts.gov](http://www.nycourts.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	1907674
	ROBERT HOWARD COHEN
	LAMB & BARNOSKY, LLP
	534 BROADHOLLOW RD
	MELVILLE, NY 11747-3673
	United States
	(Suffolk County)
	(631) 694-2300
E-mail Address:	RHC@LAMBARNOSKY.COM
Date Admitted in NY:	03/07/1984
Appellate Division	
Department of Admission:	2
Law School:	HOFSTRA UNIVERSITY
Registration Status:	Due to reregister within 30 days of birthday
Next Registration:	Jul 2018
Disciplinary History:	No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [Attyreg@nycourts.gov](mailto:Attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 4248993

LINDSAY TOWNSEND CROCKER  
LAMB AND BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address: ltc@lambarnosky.com

Date Admitted in NY: 10/27/2004

Appellate Division  
Department of Admission: 2

Law School: Columbia Law School

Registration Status: Currently registered

Next Registration: Oct 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	1944073
	MICHELLE S. FELDMAN LAMB & BARNOSKY, LLP PO BOX 9034 534 BROADHOLLOW ROAD MELVILLE, NY 11747-9034 United States (Suffolk County) (631) 694-2300
E-mail Address:	
Date Admitted to NY:	06/20/1984
Appellate Division Department of Admission:	2
Law School:	HOFSTRA UNIVERSITY
Registration Status:	Currently registered
Next Registration:	Oct 2018
Disciplinary History:	No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attreg@nycourts.gov](mailto:attreg@nycourts.gov).

[www.nycourts.gov](http://www.nycourts.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 2115863

MARCIA LYN FINKELSTEIN  
LAMB & BARNOSKY  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 03/18/1987

Appellate Division  
Department of Admission: 2

Law School: VANDERBILT UNIVERSITY

Registration Status: Currently registered

Next Registration: Dec 2019

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1058148

STEVEN GODSBERG  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 12/21/1967

Appellate Division  
Department of Admission: 1

Law School: COLUMBIA UNIVERSITY

Registration Status: Currently registered

Next Registration: May 2020

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attylreg@nycourts.gov](mailto:attylreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1277094  
  
SCOTT MICHAEL KARSON  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:  
Date Admitted in NY: 02/18/1976  
Appellate Division  
Department of Admission: 4  
Law School: SYRACUSE UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Sep 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1134675

JURORS

In-House  
Counsel  
Registration

PAUL L. LAMB  
LAMB & BARNOSKY LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(516) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY: 10/28/1970

Appellate Division

Department of Admission: 2

E-Courts

Law School:

UNIV OF KENTUCKY

Registration Status:

Due to reregister within 30 days of birthday

Contact Us

Next Registration:

Jul 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyrereg@nycourts.gov](mailto:attyrereg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)



Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	4292306
	ALYSON MATHEWS
	LAMB & BARNOSKY, LLP
	534 BROADHOLLOW RD
	PO BOX 9034
	MELVILLE, NY 11747-3673
	United States
	(Suffolk County)
	(631) 694-2300
E-mail Address:	
Date Admitted in NY:	02/16/2005
Appellate Division	
Department of Admission:	2
Law School:	BROOKLYN LAW SCHOOL
Registration Status:	Currently registered
Next Registration:	Jan 2019
Disciplinary History:	No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

1064435

JURORS

In-House  
Counsel  
Registration

JEFFREY ALAN ZANKEL  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

E-mail Address:

CAREERS

Resources

Date Admitted in NY:

02/15/1978

SEARCH

E-Courts

Appellate Division

Department of Admission:

2

Contact Us

Law School:

SYRACUSE UNIVERSITY

Registration Status:

Currently registered

Next Registration:

Mar 2020

Disciplinary History:

No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

Registered  
In-House  
Counsel  
Search

Registration Number:

1107143

ATTORNEYS

In-House  
Counsel  
Registration

PETER N. ZOGAS

JURORS

WINGATE, KEARNEY & CULLEN LLP

446 BROADHOLLOW RD STE 400

MELVILLE, NY 11747-3601

JUDGES

United States

(Suffolk County)

CAREERS

(516) 694-5500

Foreign Legal  
Consultant  
Registration

E-mail Address:

SEARCH

Date Admitted in NY:

10/22/1975

Resources

Appellate Division

Department of Admission:

2

E-Courts

Law School:

Albany Law School

Registration Status:

Due to reregister within 30 days of birthday

Contact Us

Next Registration:

May 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	1999663
	RICHARD KARL ZUCKERMAN
	LAMB & BARNOSKY, LLP
	534 BROADHOLLOW RD
	MELVILLE, NY 11747-3673
	United States
	(Suffolk County)
	(631) 694-2300
E-mail Address:	
Date Admitted in NY:	05/22/1985
Appellate Division	
Department of Admission:	2
Law School:	COLUMBIA
Registration Status:	Currently registered
Next Registration:	Feb 2019
Disciplinary History:	No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attylreg@nycourts.gov](mailto:attylreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 2079127

PATRICIA CUMMINGS DELANEY  
LAMB & BARNOSKY  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address: PCD@LAMB&BARNOSKY.COM  
Date Admitted in NY: 09/24/1986  
Appellate Division  
Department of Admission: 2  
Law School: ALBANY  
Registration Status: Currently registered  
Next Registration: Dec 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number:	4187365
	MARA N. HARVEY
	LAMB & BARNOSKY, LLP
	534 BROADHOLLOW RD STE 210
	MELVILLE, NY 11747-3600
	United States
	(Suffolk County)
	(631) 694-2300
E-mail Address:	
Date Admitted in NY:	01/14/2004
Appellate Division	
Department of Admission:	2
Law School:	SYRACUSE UNIVERSITY COLLEGE OF LAW
Registration Status:	Currently registered
Next Registration:	Oct 2018
Disciplinary History:	No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.nycourts.gov](http://www.nycourts.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1425065

DOUGLAS E. LIBBY  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210  
PO BOX 9034  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 10/22/1975

Appellate Division  
Department of Admission: 2

Law School: ST JOHNS UNIVERSITY

Registration Status: Currently registered

Next Registration: Dec 2018

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 4277869

MATTHEW JOHN MEHNERT  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210W  
PO BOX 9034  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:  
Date Admitted in NY: 01/12/2005  
Appellate Division  
Department of Admission: 2  
Law School: HOFSTRA UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Oct 2019

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [allyreg@nycourts.gov](mailto:allyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH



Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 2303808

DIANE JILL MOFFET  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)

E-mail Address:

Date Admitted in NY: 03/07/1990

Appellate Division  
Department of Admission: 2

Law School: NEW YORK UNIVERSITY

Registration Status: Currently registered

Next Registration: Dec 2018

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Search Again

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number:

1093186

JURORS

In-House  
Counsel  
Registration

RICHARD ANDREW SHANE

LAMB & BARNOSKY

S 34 BROAD HOLLOW ROAD, SUITE 210

MELVILLE, NY 11747-9034

JUDGES

United States

(Suffolk County)

(631) 694-2300

CAREERS

Foreign Legal  
Consultant  
Registration

E-mail Address:

Date Admitted in NY:

02/06/1974

SEARCH

Resources

Appellate Division

Department of Admission:

2

E-Courts

Law School:

ST JOHNS UNIVERSITY

Registration Status:

Currently registered

Contact Us

Next Registration:

Dec 2018

Disciplinary History:

No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1584895

GARY HOLMAN  
LAMB & BARNOSKY, LLP  
PO BOX 9034  
MELVILLE, NY 11747-9034  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 12/17/1954

Appellate Division  
Department of Admission: 2

Law School: NEW YORK UNIVERSITY

Registration Status: Currently registered

Next Registration: Feb 2020

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 1359108  
  
JOEL M. MARKOWITZ  
LAMB & BARNOSKY LLP  
634 BROADHOLLOW RD STE CS9034  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:  
Date Admitted in NY: 04/10/1969  
Appellate Division  
Department of Admission: 2  
Law School: GEORGETOWN UNIVERSITY  
Registration Status: Currently registered  
Next Registration: Feb 2020

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

Attorney  
Search



COURTS

Attorney  
Registration

## Attorney Detail

LITIGANTS

as of 07/11/2018

ATTORNEYS

Registered  
In-House  
Counsel  
Search

Registration Number: 1563840

JURORS

In-House  
Counsel  
Registration

MICHAEL F. MULLEN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD  
MELVILLE, NY 11747-3673  
United States  
(Suffolk County)  
(631) 694-2300

JUDGES

Foreign Legal  
Consultant  
Registration

CAREERS

Resources

E-mail Address:

SEARCH

Date Admitted in NY: 06/20/1963

E-Courts

Appellate Division

Department of Admission: 2

Contact Us

Law School:

ST JOHNS UNIVERSITY

Registration Status:

Currently registered

Next Registration:

May 2020

Disciplinary History:

No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyrsg@nycourts.gov](mailto:attyrsg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 4561387

LAUREN ROBIN SCHNITZER  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address:

Date Admitted in NY: 04/09/2008

Appellate Division  
Department of Admission: 2

Law School: ST. JOHN'S UNIVERSITY SCHOOL OF LAW

Registration Status: Currently registered

Next Registration: May 2020

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyrca@nycourts.gov](mailto:attyrca@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 4603841

JOSHUA SETH SPRAGUE  
LAMB & BARNOSKY  
534 BROADHOLLOW RD STE 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address: JSS@LAMBBARNOSKY.COM

Date Admitted in NY: 05/19/2008

Appellate Division  
Department of Admission: I

Law School: FORDHAM UNIVERSITY SCHOOL OF LAW

Registration Status: Currently registered

Next Registration: Mar 2020

Disciplinary History: No record of public discipline

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CARLERS

SEARCH

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

Attorney  
Search

Attorney  
Registration

Registered  
In-House  
Counsel  
Search

In-House  
Counsel  
Registration

Foreign Legal  
Consultant  
Registration

Resources

E-Courts

Contact Us



## Attorney Detail

as of 07/11/2018

Registration Number: 5222252

ALYSSA LAUREN ZUCKERMAN  
LAMB & BARNOSKY, LLP  
534 BROADHOLLOW RD., STE. 210  
MELVILLE, NY 11747-3600  
United States  
(Suffolk County)  
(631) 694-2300

E-mail Address: ALZ@LAMBARNOSKY.COM

Date Admitted in NY: 05/21/2014

Appellate Division  
Department of Admission: 2

Law School: ST. JOHN'S UNIVERSITY SCHOOL OF LAW

Registration Status: Currently registered

Next Registration: Dec 2018

Disciplinary History: No record of public discipline

[Search Again](#)

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800 or [attyreg@nycourts.gov](mailto:attyreg@nycourts.gov).

[www.NYCOURTS.gov](http://www.NYCOURTS.gov)

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH



APPENDIX F

COUNTY OF NASSAU

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

1. Name of the Entity: Lamb & Barnosky, LLP  
Address: 534 Broadhollow Rd., Ste. 210  
City, State and Zip Code: Melville, NY 11747
2. Entity's Vendor Identification Number: [REDACTED]
3. Type of Business: Public Corp ☒ Partnership Joint Venture  
Ltd. Liability Co Closely Held Corp Other (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):

See attached.

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.

See attached.

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.). 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.

5/22/18 - Appendix F, Question 5 - List of Names and Addresses of All  
Partners in Lamb & Barnosky

*Barnosky, Eugene*

[REDACTED]

*Berlin, Sharon N.*

[REDACTED]

*Cohen, Robert*

[REDACTED]

*Crocker, Lindsay T.*

[REDACTED]

*Feldman, Michelle S.*

[REDACTED]

*Finkelstein, Marcy*

[REDACTED]

*Godsberg, Steven*

[REDACTED]

*Karson, Scott*

[REDACTED]

*Lamb, Paul*

[REDACTED]

*Mathews, Alyson*

[REDACTED]

**5/22/18 – Appendix F, Question 5 – List of Names and Addresses of All Partners in Lamb & Barnosky**

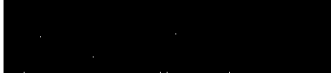
***Zankel, Jeffrey A.***



***Zogas, Peter N.***



***Zuckerman, Richard K.***





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> O'Brien Quik Agency 402 Main Street  Port Jefferson NY 11777		<b>CONTACT NAME:</b> Phillip O'Brien <b>PHONE (A/C, No, Ext):</b> 631-474-7070 <b>FAX (A/C, No):</b> 631-838-8257 <b>EMAIL ADDRESS:</b> PhillipO@quikinsurance.com	
<b>INSURED</b> LAMB & BARNOSKY LLP 534 BROADHOLLOW RD STE 210  MELVILLE NY 11747-3800		<b>INSURER(B) AFFORDING COVERAGE</b> INSURER A: Nationwide Mutual Insurance Company NAIC # 23787N INSURER B: Nationwide Mutual Fire Insurance Company 23779N INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** CL1811001476 **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.

INSTR	TYPE OF INSURANCE	ADDL	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	ACP BPOK5464881677	05/01/2018	05/01/2019	EACH OCCURRENCE	\$ 1,000,000				
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000					
	MED EXP (Any one person)						\$ 5,000					
	PERSONAL & ADV INJURY						\$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	BODILY INJURY (Per person)							\$				
	BODILY INJURY (Per accident)							\$				
	PROPERTY DAMAGE (Per accident)							\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y	Y	ACPCAF5464881677	05/01/2018	05/01/2019	EACH OCCURRENCE	\$ 1,000,000				
	CLAIMS-MADE						\$ 1,000,000					
	DED						\$ 10,000					
	RETENTION						\$ 10,000					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N		N/A								
A	Business Personal Property			ACP BPOK6464881677	05/01/2018	05/01/2019	BPP / Contents	\$ 1,832,500				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as an additional insured on the policy.

<b>CERTIFICATE HOLDER</b>  Nassau County 1550 Franklin Avenue Mineola, New York 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  Philip J. O'Brien
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shanna O'Brien PHONE: (831) 474-7075 E-MAIL: sobrien@obgrouppllc.com ADDRESS: The O'Brien Group LLC 402 Main Street Port Jefferson, NY 11777	FAX: (831) 474-7081
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Wesco Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 10

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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (EA Occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JEST <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMPOP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	ANY AUTO <input type="checkbox"/>					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/>	NON-OWNED AUTOS ONLY <input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DED <input type="checkbox"/> RETENTIONS \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WWC3339711	04/20/2018	04/20/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYER \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU COUNTY 1550 FRANKLIN AVENUE Mineola, NY 11501	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  (SMO)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2019

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> AssuredPartners Northeast, LLC 100 Baylis Road Suite 300 Melville NY 11747		<b>AGENT</b> Melissa Ahlers PHONE (A/C No. Ext.) (631)466-4000 FAX (A/C No.) (631)466-4006 E-MAIL: melissa.ahlers@assuredpartners.com ADDRESS:	
<b>INSURED</b> Lamb & Bamosky, LLP 534 Broadhollow Road, Suite 210 Po Box 9034 Melville NY 11747		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Argonaut Insurance Company INSURER B: North River Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 19801 21105	

**COVERAGES** **CERTIFICATE NUMBER:** CL1822204141 **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	ADD. INSUR. INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Lawyers Professional Liability GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER		LPL4094561	01/24/2018	01/24/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ Deductible \$ 25,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH. \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Professional Liability		5501087379	01/24/2018	01/24/2019	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Nassau County 1550 Franklin Avenue Mineola NY 11601	<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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Lamb & Barnosky, LLP, with an office located at 534 Broadhollow Road, Suite 210, Melville, New York 11747 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

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

1. Term. This Agreement shall commence on August 1, 2018 and shall terminate on July 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial area of law in which the Department has determined Counsel to be qualified to represent the County is described in the attached Appendix A. The Department may qualify Counsel in additional areas of law. Depending on the assignment, Services may include, but are not limited to: motion practice; pre-trial discovery; trial; appeals; labor negotiations; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Maximum Amount"). Compensation for Counsel's Services shall be paid at an



hourly rate according to the following fee schedule:

<u>Title/Position</u>	<u>Effective Period</u>	<u>Hourly Rates</u>
(i) Partner/Of Counsel/Counsel	08/01/2018 - 12/31/2019	\$250.00
	01/01/2020 - 12/31/2020	\$255.00
	01/01/2021 - 12/31/2021	\$260.00
	01/01/2022 - 12/31/2022	\$265.00
	01/01/2023 - 07/31/2023	\$270.00
(ii) Associate	08/01/2018 - 12/31/2019	\$205.00
	01/01/2020 - 12/31/2020	\$210.00
	01/01/2021 - 12/31/2021	\$215.00
	01/01/2022 - 12/31/2022	\$220.00
	01/01/2023 - 07/31/2023	\$225.00
(iii) Legal Assistant ("Legal Assistant" includes paralegals, law school graduates not yet admitted to practice law, summer associates, and legal interns)	08/01/2018 - 12/31/2019	\$90.00
	01/01/2020 - 12/31/2020	\$95.00
	01/01/2021 - 12/31/2021	\$100.00
	01/01/2022 - 12/31/2022	\$105.00
	01/01/2023 - 07/31/2023	\$110.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Two Hundred Fifty Thousand Dollars (\$250,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited

to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel 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).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well

as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel 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 Counsel 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. Counsel 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, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel 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. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. 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.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel 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 Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at

the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, and as further amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance

Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LAMB & BARNOSKY, LLP

By: 

Name: Richard Zuckerman

Title: Partner

Date: 7/5/18

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

Suffolk

On the 5<sup>th</sup> day of July in the year 2007 before me personally came Richard L. Zuckerman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CO-Managing Partner of Lomb & Barnosky, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Diane Paladino  
NOTARY PUBLIC

DIANE PALADINO  
Notary Public, State of New York  
No. 01PAB073321  
Qualified in Suffolk County  
Commission Expires April 22, 2022

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

## **Appendix A**

Cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following area of law in which Counsel has been determined to be qualified by the Department:

1. Labor Negotiations

The Department may qualify Counsel in additional areas of law.

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works,
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract,
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction



services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

- Co-Managing Partners  
1. The chief executive officer of Contractor is:

Eugene R. Barnosky, Jeffrey A. Zankel, Richard K. Zuckerman (Name)

534 Broadhollow Road, Suite 210, Melville, New York 11747 (Address)

(631) 694-2300 (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-

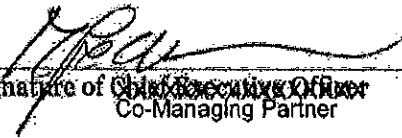
initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been 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.

7/5/18  
Dated \_\_\_\_\_

  
Signature of ~~Chief Executive Officer~~  
Co-Managing Partner  
Richard K. Zuckerman  
Name of ~~Chief Executive Officer~~  
Co-Managing Partner

Sworn to before me this

5th day of July, 2018

Diane Paladino  
Notary Public

DIANE PALADINO  
Notary Public, State of New York  
No. 01PA6073321  
Qualified In Suffolk County  
Commission Expires April 22, 2022

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO  
PRESIDING OFFICER

LEGISLATIVE SESSION

County Executive and Legislative Building  
1550 Franklin Avenue  
Mineola, New York

Monday, August 6, 2018  
1:18 P.M.

1

2     A P P E A R A N C E S:

3

4     LEGISLATOR RICHARD J. NICOLELLO

5             Presiding Officer

6             9th Legislative District

7

8     LEGISLATOR HOWARD KOPEL

9             Deputy Presiding Officer

10            7th Legislative District

11

12    LEGISLATOR DENISE FORD

13            Alternate Presiding Officer

14            4th Legislative District

15

16    LEGISLATOR KEVAN ABRAHAMS

17            Minority Leader

18            1st Legislative District

19

20    LEGISLATOR SIELA BYNOE

21            2nd Legislative District

22

23    LEGISLATOR CARRIE SOLAGES

24            3rd Legislative District

25

1

2

3     LEGISLATOR DEBRA MULE

4             5th Legislative District

5

6     LEGISLATOR C. WILLIAM GAYLOR III

7             6th Legislative District

8

9     LEGISLATOR VINCENT T. MUSCARELLA

10            8th Legislative District

11

12     LEGISLATOR ELLEN BIRNBAUM

13            10th Legislative District

14

15     LEGISLATOR DELIA DERIGGI-WHITTON

16            11th Legislative District

17

18     LEGISLATOR JAMES KENNEDY

19            12th Legislative District

20

21     LEGISLATOR THOMAS MCKEVITT

22            13th Legislative District

23

24     LEGISLATOR LAURA SCHAEFER

25            14th Legislative District

1

2

3     LEGISLATOR JOHN FERRETTI, JR.

4             15th Legislative District

5

6     LEGISLATOR ANDREW DRUCKER

7             16th Legislative District

8

9     LEGISLATOR ROSE WALKER

10            17th Legislative District

11

12     LEGISLATOR JOSHUA LAFAZAN

13            18th Legislative District

14

15     LEGISLATOR STEVEN RHOADS

16            19th Legislative District

17

18     MICHAEL PULITZER

19            Clerk of the Legislature

20

21

22

23

24

25

1 Full Leg - 8-6-18

2 LEGISLATOR NICOLELLO: Start with  
3 the meeting today. Invite Legislator Bill  
4 Gaylor to lead us in the pledge and remain  
5 standing for a moment of silence.

6 (Pledge of Allegiance was recited.)

7 LEGISLATOR FORD: I ask everybody  
8 to stand for a moment of silence in memory of  
9 somebody who served the county very, very well  
10 Gary Volpe. He was part of CSEA executive  
11 board and his main focus was representing the  
12 people in the 911 bureau. I'll tell you right  
13 now, he was somebody who fiercely fought for  
14 them and always for the benefit of the workers  
15 and especially for the residents here in the  
16 county. He died in a horrific accident and  
17 let us always remember Gary.

18 Thank you very much.

19 LEGISLATOR NICOLELLO: Thank  
20 you. Mike, please call the roll.

21 MR. PULITZER: Thank you Mr.  
22 Nicolello.

23 Deputy presiding officer Howard  
24 Kopel.

25 LEGISLATOR KOPEL: Here.



1 Full Leg - 8-6-18

2 MR. PULITZER: Alternate Deputy  
3 Presiding Officer Denise Ford.

4 LEGISLATOR FORD: Here.

5 MR. PULITZER: Legislator Siela  
6 Bynoe.

7 LEGISLATOR BYNOE: Here.

8 MR. PULITZER: Legislator Carrie  
9 Solages.

10 LEGISLATOR SOLAGES: Here.

11 MR. PULITZER: Legislator Debra  
12 Mule.

13 LEGISLATOR MULE: Here.

14 MR. PULITZER: Legislator C.  
15 William Gaylor III.

16 LEGISLATOR GAYLOR: Present.

17 MR. PULITZER: Legislator Vincent  
18 Muscarella.

19 LEGISLATOR MUSCARELLA: Here.

20 MR. PULITZER: Legislator Ellen  
21 Birnbaum.

22 LEGISLATOR BIRNBAUM: Here.

23 MR. PULITZER: Legislator Delia  
24 DeRiggi-Whitton.

25 LEGISLATOR DERIGGI-WHITTON:

1 Full Leg - 8-6-18

2 Here.

3 MR. PULITZER: Legislator James

4 Kennedy.

5 LEGISLATOR KENNEDY: Here.

6 MR. PULITZER: Legislator Thomas

7 McKevitt.

8 LEGISLATOR MCKEVITT: Here.

9 MR. PULITZER: Legislator Laura

10 Schaefer.

11 LEGISLATOR SCHAEFER: Here.

12 MR. PULITZER: Legislator John

13 Ferretti, Jr.

14 LEGISLATOR FERRETTI: Here.

15 MR. PULITZER: Legislator Arnold

16 Drucker.

17 LEGISLATOR DRUCKER: Here.

18 MR. PULITZER: Legislator Rose

19 Marie Walker.

20 LEGISLATOR WALKER: Here.

21 MR. PULITZER: Legislator Joshua

22 Lafazan.

23 LEGISLATOR LAFAZAN: Here.

24 MR. PULITZER: Legislator Steven

25 Rhoads.

1 Full Leg - 8-6-18

2 LEGISLATOR RHOADS: Present.

3 MR. PULITZER: Minority Leader

4 Kevan Abrahams.

5 LEGISLATOR ABRAHAMS: Here.

6 MR. PULITZER: Presiding Officer

7 Richard Nicolello.

8 LEGISLATOR NICOLELLO: Here.

9 MR. PULITZER: We have a quorum  
10 sir.

11 LEGISLATOR NICOLELLO: We have  
12 several presentations from the top cops, the  
13 DAI, as well as the Nassau County medics.  
14 Then we are going to a point of personal  
15 privilege followed by the public comment  
16 period, which will be one half hour, and then  
17 we will consider the items.

18 To start things off I invite up Jim  
19 McDermott, the president of the Nassau County  
20 Police Benevolent Association.

21 MR. MCDERMOTT: Good afternoon.

22 On June 10, 2018 officer Kevin Chernoff and  
23 police officer recruit David Adriani were  
24 working RP 323 in the Third Precinct. At  
25 approximately 4:10 police officers were on

1                   Full Leg - 8-6-18  
2   patrol at 110 Stewart Avenue in Garden City  
3   and they flagged down by two frantic women.  
4   These women said a coworker was suicidal and  
5   missing. The officers immediately canvassed  
6   the area and then they were made aware that  
7   the suicidal person was on a rooftop. Officer  
8   Chernoff then radioed for assistance.

9                   The officers responded to the roof  
10   along and observed the suicidal man there with  
11   along with a third female coworker. He  
12   attempted to jump off the roof's edge of this  
13   multilevel roof. The third female coworker  
14   and officer Adriani were able to grab his arms  
15   and shirt. Officer Chernoff grabbed his legs  
16   from a lower roof top. The man violently  
17   struggled and landed on officer Chernoff.

18                  Police officer Robert Dertenger  
19   responded to the roof to assist police officer  
20   Chernoff. The men then attempted to jump off  
21   the roof for a second time and they were able  
22   to grab him by the upper body and bring him in  
23   over the edge. He was already over the edge  
24   so they dragged him back. All three officers  
25   were able to gain control of this man and

1 Full Leg - 8-6-18

2 bring him back to the roof and secure the man  
3 and bring him to the hospital.

4 Just want to let everybody know  
5 unfortunately police officers deal with  
6 emotionally disturbed persons all the time.  
7 These persons, many of them, get super human  
8 strength. It took all three of these officers  
9 and one of the coworkers, all that they had,  
10 all the strength they had to save this  
11 person's life.

12 Because of officers Chernoff and  
13 Adriani's strength and determination to save a  
14 life we are proud to name them along with -- I  
15 knew I left somebody out here. Who's left?  
16 Robert Dertenger. Your dad was on the job,  
17 right? Uncle. Somehow or another this was  
18 left off. I want to name them top cops of the  
19 month for August 2018. Thank you.

20 COMMISSIONER RYDER: Good  
21 afternoon and again thank you for having us  
22 here today. These cops every day get asked to  
23 do so many extraordinary things. That is just  
24 one. Whether delivering a baby, acting as a  
25 marriage counselor or social worker. Just

1 Full Leg - 8-6-18

2 going out there and enforcing the laws in the  
3 county and state. When you approved two weeks  
4 ago to move forward on this police academy and  
5 training facility will not only help maintain  
6 that but help create some of the best cops  
7 this country's ever seen and they're going to  
8 come out of this department and this county.  
9 Again, we thank you and congratulate all the  
10 officers behind me. Thank you.

11 LEGISLATOR NICOLELLO: On behalf  
12 of the legislature let me thank the officers  
13 for their skill and courage. You are the  
14 reason that we do this every month, that we  
15 recognize top cops. We can pass laws. We can  
16 pass funding. Do everything that we can. But  
17 nothing is more important than what you do on  
18 the streets every day -- in this case on the  
19 rooftop -- in saving lives and putting your  
20 life on the line. Thank you very much.

21 MR. CHERNOFF: First, I would  
22 like to thank Commissioner Ryder. I would  
23 like to thank James McDermott and the  
24 legislature for honoring us today.

25 When we get 911 calls it's never

1 Full Leg - 8-6-18

2 for anything good. When we respond to those  
3 calls we can potentially put our lives in  
4 danger. On this particular day this  
5 particular call it was exactly that.

6 When we got to the rooftop we can  
7 see in the background Ms. Cardone and the  
8 person who needed assistance. When we saw her  
9 call for help it was at that point in time  
10 that we just reacted on instinct. Hurdling  
11 pipes, air conditioning units, everything that  
12 we could to get there to prevent him from  
13 jumping off the roof.

14 When we got there we didn't realize  
15 how dire the situation was because Ms. Cardone  
16 had put her life in danger on the ledge that  
17 had no protection. Officer Adriani climbed  
18 this fixture, scaled it ten feet to hold on to  
19 the individual by his sweat jacket so that he  
20 would not fall.

21 At that time point when I arrived  
22 at the side of the building I was able to get  
23 Ms. Cardone out of danger's way realizing that  
24 I was at the edge of the roof myself. This  
25 particular person, who was kicking at me, did

1 Full Leg - 8-6-18

2 not want to be saved. Screaming let me go.  
3 At that point I took a step back. As he swung  
4 back towards me for second time I was able to  
5 grab his feet and in one quick swoop able to  
6 bring him onto the ledge. At which point I  
7 did not know, until later, officer Adriani  
8 told me he had actually lost his grip on that  
9 person.

10 As we had him on the ledge on the  
11 roof I was grappling with him trying to keep  
12 him from jumping over the edge. He basically  
13 clawed his way to the edge. I had around his  
14 waist. Unfortunately he was wearing loose  
15 clothing which ended up down by his ankles.

16 As I was holding on with every  
17 ounce of being to prevent this gentleman from  
18 going over the edge, my head was about a foot  
19 away from the edge itself.

20 With that, Ms. Cardone courageously  
21 stepped in and helped me pull him back. Which  
22 at that point officer Adriani was able to come  
23 down to assist me and pull him back. At that  
24 point it was kind of like a game of chess. We  
25 were all exhausted. None of us had any energy



1 Full Leg - 8-6-18

2 left. Fearing that if we lost grip on this  
3 individual he would make another attempt to  
4 head over the ledge head first.

5 It was at that point that officer  
6 Dertenger arrived and was able to assist us  
7 with getting him into custody so he could no  
8 longer hurt himself or anybody else.

9 I would like to thank my brothers  
10 in blue for showing up and for the  
11 assistance. They came within 30 seconds once  
12 they realized where this location was and it  
13 was not easy to get to. We had to scale a  
14 stairway in the back of the building that was  
15 covered in trees.

16 With that, that's what we do on a  
17 daily basis and that's what we do. This is a  
18 shining moment to show you what members of the  
19 community and police department can do  
20 together for this one shining moment. That we  
21 have a citizen there to assist, and make no  
22 doubt about it, she was 100 percent  
23 instrumental in this tale. Without her we  
24 might be standing here telling a different  
25 story today. From everything from her holding

1 Full Leg - 8-6-18

2 on to him as we got there to even keying in on  
3 a radio to alerting the officers to where we  
4 were.

5 Again, as a citizen, she too had a  
6 responsibility for this individual and she  
7 acted courageously, fearlessly and put her own  
8 life at risk. And that's a demonstration of  
9 what the good part of human beings can do.  
10 Thank you.

11 LEGISLATOR NICOLELLO: Thank you  
12 very much. To continue our program I would  
13 like to invite the officers from the  
14 Detectives Association to make a  
15 presentation.

16 MR. GROSS: Good afternoon. My  
17 name is Jeff Gross, the first vice president  
18 of the Detectives Association. And first I  
19 would like to take the time to thank the  
20 Presiding Officer Richard Nicolello and the  
21 Minority Leader Kevan Abrahams and the full  
22 legislative body to take the time to honor the  
23 Fourth Squad detectives Jason Hernandez  
24 Vincent Logadice, Marashon Nubia and from the  
25 Fraud and Forgery Squad Jason Pinsky and Ruben

1 Full Leg - 8-6-18

2 Toussants.

3 Bank employees at the Ocean  
4 Financial Federal Credit Union in Oceanside  
5 discovered that an ATM was not working  
6 properly. The Fourth Squad detectives were  
7 notified and upon an investigation discovered  
8 that the ATM had a skimming device with a  
9 pinhole camera that was placed on the ATM.  
10 The Fraud and Forgery Squad detectives were  
11 notified by the Fourth Squad detectives for  
12 further assistance.

13 These detectives set up  
14 surveillances at this location of the ATM.  
15 The detectives observed three individuals who  
16 were observed multiple times approaching the  
17 ATM, checking the area where the camera was  
18 and checking the card insertion area. The  
19 skimming device had not been properly inserted  
20 and these individuals were attempting to fix  
21 it. One of the individuals went back to his  
22 vehicle numerous times to change articles of  
23 clothing so he would not stand out.

24 Once it appeared that the skimming  
25 device was being removed from the ATM, the

1                   Full Leg - 8-6-18  
2     detectives moved in and apprehended the  
3     individuals. A brief foot chase occurred and  
4     all three subjects were placed under arrest.  
5     During the processing it was revealed that  
6     these three defendants were wanted in  
7     connection with 140 open cases by the NYPD,  
8     two open cases in Philadelphia and federal  
9     agents had open cases on these defendants as  
10    well.

11                   I would like to congratulate  
12    detectives Logadice, Hernandez, Nubia Pinsky  
13    and Toussants for their unwavering diligence,  
14    their steadfast efforts seeing that these  
15    defendants will not longer be able to prey on  
16    unsuspecting residents of Nassau County.

17                   John Wighaus and the entire  
18    Detectives Association would like to thank the  
19    full legislative body for your continued  
20    support of the Nassau County Police  
21    Department.

22                   COMMISSIONER RYDER:     Again, great  
23    work by our police officers and even better  
24    work by the detectives to follow through. We  
25    experienced the lowest crime rate in the

1 Full Leg - 8-6-18

2 history of this police department. We went  
3 down almost four percent again as of this  
4 morning. That's the follow-up work that gets  
5 done by these detectives and they do  
6 outstanding work. Thank you.

7 UNIDENTIFIED SPEAKER: On behalf  
8 of myself and my coworkers we would like to  
9 thank you guys for your support and your  
10 recognition. Thank you very much.

11 LEGISLATOR KOPEL: Gentlemen, as  
12 the commissioner just said, we've got a  
13 terrifically low crime rate in the entire  
14 county and even a better one in the Fourth  
15 Precinct. Fourth Precinct does a magnificent  
16 job. And I don't think people appreciate the  
17 extent to which, well, nonviolent crime is  
18 still nonetheless very serious crime and the  
19 extent to which it can terribly hurt some  
20 people. What you've done over here is you've  
21 helped not only the people of Oceanside and  
22 the Fourth Precinct, potentially a very large  
23 area around the country. Especially since  
24 you've caught them or you found out that  
25 they're doing this in other cities as well.

1 Full Leg - 8-6-18

2 So, on behalf of the people of the  
3 entire area, I commend you and congratulate  
4 you on this and appreciate all the great work  
5 that you always do. Thanks.

6 LEGISLATOR NICOLELLO: Thank you  
7 very much. One last presentation before we go  
8 to a point of personal privilege would be the  
9 police medics.

10 MR. CALENDAR: Good afternoon.  
11 Chris Calendar with the police medics.

12 On June 22nd the Nassau County  
13 Police Department, in conjunction with the  
14 Baldwin Fire Department responded to a motor  
15 vehicle accident at the intersection of Grand  
16 Avenue and Seaman Avenue in Baldwin. When  
17 they arrived they saw a 33 year old  
18 motorcyclist that was pinned underneath the  
19 car semiresponsive. So he wasn't exactly  
20 responding to their actions. They pulled him  
21 out from underneath the car. When they did  
22 that they saw he had a deep laceration to his  
23 neck. We have a lot of important arteries and  
24 a lot of important veins. What they did was  
25 they applied pressure immediately. They got

1 Full Leg - 8-6-18

2 him to the ambulance. Together they patched  
3 him up and started going to the hospital.

4 While traveling at a high rate of  
5 speed, they realized that both of his lungs  
6 had collapsed as a result of the accident.  
7 The medics took a needle, put it into his  
8 chest cavity, which allowed the lungs to start  
9 to inflate. For most of us we've watched ER,  
10 we've watched Emergency. This is the kind of  
11 stuff that we see on TV. We are trained to do  
12 it. We don't do it that often. The fact that  
13 these medics knew to do it, had the ability to  
14 do it and once they did do it the brought this  
15 man that was unresponsive he became responsive  
16 and started to talk to them. It's because of  
17 those actions that I would like to thank these  
18 three gentlemen standing besides me and thank  
19 you again.

20 COMMISSIONER RYDER: So, Chris  
21 really didn't say high rate of speed. Safe  
22 and prudent rate of speed. Again, this is the  
23 teamwork that goes on out there between the  
24 cops, detectives and our civilian side of the  
25 police department that makes up run and tick

1                   Full Leg - 8-6-18  
2   every day and working with our volunteers. An  
3   outstanding job done by these gentlemen behind  
4   me, our police medics. And again with the  
5   assistance from the Baldwin Fire Department.  
6   We congratulate all of them. Thank you.

7                   MR. LARICCHIUTA:     Jerry  
8   Laricchuita. I just want to thank everybody  
9   here for the support that you've shown us in  
10  the past and today and the importance of what  
11  we have as our 911 police medics, how  
12  important they are and reassuring they are to  
13  all the residents in Nassau County. When I  
14  see them on the road I thank God all the  
15  time. We are very fortunate to have folks  
16  like this with the medical skills that they  
17  have and so mobile and get there fast and save  
18  a lot of lives. Thank you and thank them and  
19  thank all the awards. Thank you.

20                  LEGISLATOR NICOLELLO:     Just  
21  before you leave, I just wanted to add, and  
22  we're going to make a presentation in a  
23  moment, I would to like to add just listening  
24  to these three stories today we are marveled  
25  by and inspiring by your tremendous skill and



1 Full Leg - 8-6-18

2 professionalism these individuals have shown.  
3 We do this every month. There are always  
4 stories like this every month and there's  
5 others that don't make the cut. The fact that  
6 our employees, our medics, our voluntary fire  
7 fighters are doing such a wonderful,  
8 extraordinary job every day is something we  
9 are very pleased to recognize in a very small  
10 way on a monthly basis. Thank you all for  
11 your service.

12 Next order of business is a point  
13 of personal privilege by Legislator Steve  
14 Rhoads.

15 LEGISLATOR RHOADS: Thank you Mr.  
16 Presiding Officer. Ladies and gentlemen, in  
17 what has become a tradition in the three plus  
18 years that I have had an opportunity to serve  
19 as a legislator, I am here today to rise on a  
20 point of personal privilege in recognition of  
21 the Wantagh High School varsity baseball team  
22 in celebration of their 2018 Long Island  
23 championship. The Wantagh baseball program  
24 has a proud and rich tradition and that  
25 tradition has grown richer and prouder over

1                   Full Leg - 8-6-18  
2   the past few years. The Warriors started the  
3   2018 season with a goal to repeat what the  
4   accomplished the past two seasons with  
5   back-to-back Nassau County championship,  
6   back-to-back Long Island championship and  
7   back-to-back trips to the state championship  
8   weekend including a state championship in  
9   2016.

10                   While Wantagh started their season  
11   with a bit of a wake up call, something  
12   they've grown unaccustomed to, with an actual  
13   five to two loss against Bellmore JFK. True  
14   to their form, they followed up that loss with  
15   ten straight wins. And on their break,  
16   instead of what most baseball teams do and  
17   they play a couple of practices and pretty  
18   much enjoy the vacation, coach Sachs, knowing  
19   that baseball perhaps more so than any other  
20   sport really requires special chemistry, for  
21   the 23rd straight year took his team on a  
22   spring break trip in an effort to boost that  
23   team chemistry. That included going to see  
24   the New York Mets face the Washington  
25   Nationals. At least you saw good baseball on

1 Full Leg - 8-6-18

2 one side of the field I'm sure. As a Met fan  
3 I can say that. Also seeing the Philadelphia  
4 Phillies. But more importantly the journey  
5 included playing exhibition games in Maryland  
6 against some of the local teams and that  
7 experience is something that the young men  
8 will remember for a lifetime.

9 Of course, following the break, the  
10 Warriors finished the season red hot winning  
11 ten out of 11 games and finished the regular  
12 season with an 18 to two record. In the first  
13 round of the county playoffs, Wantagh defeated  
14 the Pirates of Mepham. In the second round  
15 they swept the best of three series against  
16 North Shore putting up 12 runs in two games.

17 In the county semifinal the  
18 Warriors faced off against their rival Garden  
19 City and Wantagh again swept the series and  
20 advanced to the Nassau County finals for the  
21 third consecutive year.

22 In order to win and advance to the  
23 Long Island Championship game, the Warriors  
24 had to face a familiar foe in the division --  
25 sorry Legislator Ferretti -- Wantagh won the

1 Full Leg - 8-6-18

2 first game by a score of five to two with four  
3 of their runs coming in the first inning. In  
4 the second game Anthony Banno and Ryan Murphy  
5 both went three for four and combined to score  
6 six runs and drive in six to back the pitching  
7 staff of the Warriors. Junior Mason McClain,  
8 the only senior in Wantagh's starting lineup  
9 for game two, recorded the last seven outs to  
10 earn the save and the win for the Warriors,  
11 thus sealing the deal of a three-peat as  
12 Nassau County champions.

13 Wantagh would go on to play Rocky  
14 Point on June 2 at Saint Joseph's College to  
15 battle for crown as Long Island champions.  
16 Wantagh defeated Rocky Point four to two and  
17 earned their consecutive Long Island  
18 championship and a trip to compete in the  
19 state championship I believe in Syracuse.  
20 Binghamton sorry.

21 The game was dominated by Anthony  
22 Fontana, who pitched a complete game and only  
23 needed a total of 84 pitches to handle Rocky  
24 Point. Anthony finished his high school  
25 career with a combined record of 22 and one as

1 Full Leg - 8-6-18

2 a pitcher.

3 Wantagh played a tough game in the  
4 semifinal round against Lakeland and  
5 ultimately fell short. But it should take  
6 nothing away from their team's  
7 accomplishments. One thing of note and it  
8 speaks volumes about the way tradition and  
9 leadership is passed through the ranks on this  
10 team, as I said before, baseball, more so than  
11 any other sport, requires team chemistry. You  
12 can win a single game with individual  
13 performances but to have the kind of sustained  
14 success that the Wantagh program has had  
15 making it to the state championships for three  
16 consecutive years and winning one of those  
17 years is a reflection of how the team members  
18 feed off other and how coach Sachs and his  
19 staff has managed to build a culture of  
20 excellence. Teammates play for each other and  
21 it's a wonderful thing to see.

22 I want to call the young men up  
23 that are here today as well as coach Sachs and  
24 coach Mike Mitavaggi who are here as well.  
25 Ryan Murphy, Jake Castellano, Matt Ayala, John

1 Full Leg - 8-6-18

2 Bednar, John J. Devito, Spencer Gustafavason.  
3 You know who you are. That was good. Anthony  
4 Bano, Richard Kirschner, Ethan Rockerder. The  
5 Rockerder family puts together the Purple  
6 Ribbon Run in Wantagh for pancreatic  
7 research. So that family does tremendous work  
8 outside the lines as well. Joseph Perone and  
9 Justin Miglioro. We have coach Sachs and  
10 coach Mitavaggi here. Ladies and gentlemen  
11 it's my honor to present the three-time Long  
12 Island champion Wantagh Warriors varsity  
13 baseball team. Congratulations.

14 I know we have a couple of  
15 graduating seniors. Coach, I don't know if  
16 anybody wanted to say anything. Come on  
17 Ryan.

18 LEGISLATOR RHOADS:

19 Congratulations to our graduating seniors. I  
20 appreciate the fact that you guys took the  
21 time to be here. I know a lot of your  
22 teammates were off doing other things, summer  
23 jobs and tournaments. I appreciate you taking  
24 the time to be here. I can't tell how much  
25 our communities rallied around your success

1 Full Leg - 8-6-18

2 and how much we appreciate everything that you  
3 have done, not only for your teammates but for  
4 also everything you have done from our  
5 community. It's been a tremendous rallying  
6 point. Thank you and continued success. We  
7 have certificates for you as well. Thank you  
8 Mr. Presiding Officer.

9 LEGISLATOR NICOLELLO: Our first  
10 speaker in the public comment portion is  
11 Sylvia Silberger.

12 MS. SILBERGER: Good afternoon.  
13 I'm Sylvia Silberger and I'm here on behalf of  
14 myself and an organization Long Island  
15 Transportation Alliance. And I'm here to ask  
16 you to consider instigating a Nassau County  
17 bicycle and pedestrian advisory committee.  
18 Nassau County has a unique issue with  
19 pedestrian and cycle issues in that we are the  
20 home of the strip mall, the home of the  
21 parkway, but yet our young people are wanting  
22 to get around without cars more. We have a  
23 problem with congestion. We have trouble  
24 parking. It's pleasant to be out of the car  
25 sometimes.

1 Full Leg - 8-6-18

2 Pedestrian cyclist advisory  
3 committee would be useful in organizing and  
4 coordinating pedestrian and bicycle issues on  
5 Long Island. Including all transportation  
6 projects, maintenance and new infrastructure.  
7 Enforcement issues and communication with the  
8 public about pedestrian and cycling issues.

9 This is at the point where it's  
10 almost a public health crisis in Long Island.  
11 We are at the top of the tristate  
12 transportation crash list consistently. And I  
13 think a good first step in doing something  
14 about this would be trying to organize an  
15 effort to secure safer roads for pedestrians  
16 and bicyclists.

17 I had sent most of you, all of you  
18 letters describing the situation and I've been  
19 trying to contact people to meet with them and  
20 discuss it with you. I would be happy to  
21 discuss it further with any one of you and  
22 will continue to try to contact you as the  
23 year goes on.

24 While I'm here I have one other  
25 request that is a slightly different request.



1 Full Leg - 8-6-18

2 I go to the NICE public hearings on a regular  
3 basis and am continually frustrated that  
4 whenever something is suggested the response  
5 is they have no money and there's nobody there  
6 with the purse strings. This is a separate  
7 request but something to consider to  
8 coordinate NICE public hearings with someone  
9 from the legislature or even in legislative  
10 sessions so there are people there that  
11 actually have some say over paying for buses  
12 in Nassau County. And that's all. Thank  
13 you.

14 LEGISLATOR FORD: Thank you very  
15 much. I'm Denise Ford. I know that we're  
16 trying to set up a meeting. I did speak with  
17 our person Allison Planchette, who is also an  
18 advocate and has worked with traffic safety  
19 and bicycle safety. So I spoke with her and  
20 we're going to try to see if we can set up a  
21 meeting to sit down and discuss this idea with  
22 you. She is a great advocate as well. I live  
23 in the city of Long Beach where we have a lot  
24 of bicyclists. So many that we need a lot  
25 more bicycle racks so that people can safely

1 Full Leg - 8-6-18

2 store and lock their bikes up. I think it is  
3 an important issue.

4 As you know, federal requirements,  
5 every time we do roads, when we change them,  
6 to make it so that we share the roads with  
7 pedestrians as well as cyclists. In some of  
8 the projects we are doing we will be  
9 incorporating those safety measures.

10 We also have Cynthia Brown, who  
11 works through New York State, she works with  
12 DPW as well where they do bicycle safety  
13 training. As a matter of fact, we will be  
14 doing a bicycle helmet giveaway up in one of  
15 my communities to help encourage young people  
16 to wear their bicycle helmets. So I will be  
17 happy to meet with you. Let me set up a  
18 date. It's been crazy. I promise you if it's  
19 not at the end of summer right in the  
20 beginning of September we will sit down and  
21 look forward to hearing your ideas.

22 MS. SILBERGER: Great. Thank you  
23 so much.

24 LEGISLATOR NICOLELLO: Richard  
25 Clolery.

1 Full Leg - 8-6-18

2 MR. CLOLERY: To the members of  
3 the legislature, I am sure by now you have all  
4 heard of the NICE link service which  
5 effectively turns NICE buses for some areas  
6 into an Uber-like service. Still in the  
7 prototype stages at least one person is doing  
8 something about public transportation  
9 problems. My thanks to you Laura Curran.

10 However, I do believe this is not  
11 enough members of the legislature and to you  
12 my representative, Thomas McKeivitt. What we  
13 need for the members of the riding public is a  
14 long term solution to the funding problems  
15 that NICE bus has. I know that we have all  
16 been over this before but this is important.  
17 I know that I made suggestions to you before  
18 where you can get funding for the buses.  
19 Including fines from traffic, littering and  
20 for seasonal, those who do not shovel their  
21 walks.

22 However, I have not heard anything  
23 about this on the news about this. So I'm  
24 assuming that you do not care about the people  
25 who ride because of the bus line cuts. Well,

1 Full Leg - 8-6-18

2 I do care because when the elections come I  
3 want to remember those of you who do not care  
4 about the riding public. That is all.

5 LEGISLATOR NICOLELLO: Thank  
6 you. Joanne Borden.

7 MS. BORDEN: Good afternoon. I'm  
8 here today to ask for transgender people's  
9 inclusion in an American birthright,  
10 specifically protection from harmful  
11 discrimination. This is not the partisan  
12 issue you seem to make it. This is an  
13 American constitutional issue and an issue of  
14 humanity. Many of your constituents live in  
15 constant fear of losing their job, housing, et  
16 cetera for no other reason than they are a  
17 transgender person. We need to explicitly  
18 protect transgender people and all people in  
19 our law.

20 Transgenderism is something we  
21 can't get rid of. We can't shake it off.  
22 Transgenderism is for keeps. I spent nearly  
23 80 years trying to not be a transgender  
24 person. Trying to be like everyone else. But  
25 a transgender person, just as a black person

1 Full Leg - 8-6-18

2 or person of foreign origin can't decide to be  
3 or can decide not to be.

4 Since transgenderism was in me as  
5 far as back as my memory goes. I sincerely  
6 believe that I have been born this way.  
7 Researchers and medical scientists agree.  
8 They say transgender people are born  
9 transgender.

10 Being a transgender person is no  
11 fun. Hiding from society and especially your  
12 loved ones. Being told you can't be what you  
13 really are. Your existence is not real. What  
14 do you do? What can you do? All you can do  
15 is scream at God for doing this to you. You  
16 hate your life of hiding and living a lie more  
17 than you fear God's wrath. It took a long,  
18 long time to overcome that and now more than  
19 ever before in our nation's history I feel a  
20 need to be a messenger for what of what is  
21 right. A messenger for universal human rights  
22 and Americanism.

23 As a patriot and a veteran of World  
24 War II, I feel duty bound to speak for all the  
25 transgender veterans including hundreds of

1 Full Leg - 8-6-18

2 Korean and Vietnam vets in Nassau and tell you  
3 do what is morally right. Do your patriotic  
4 duty. Fulfill your oath of office and limit  
5 the excuses people have to avoid our present  
6 law and pass a universal human rights law  
7 now. Thank you for listening.

8 LEGISLATOR NICOLELLO: Thank you  
9 Joanne. Pete Gaffney.

10 MR. GAFFNEY: My name is Pete  
11 Gaffney. I reside in Westbury, New York,  
12 Carle Place School District, and I hope  
13 everybody is having a good summer.

14 Back in March the county executive  
15 declared, stated that our infrastructure is  
16 crumbling and she announced a new study to  
17 assess the conditions of all Nassau County  
18 roads. It's now August. Why hasn't it been  
19 released? One question.

20 Today I want to speak to you about  
21 public safety. Specifically Glen Cove Road  
22 and Old Country Road. In the past four months  
23 there's been at least 14 vehicle accidents  
24 that I know about and two pedestrians  
25 fatalities along these roads.

1 Full Leg - 8-6-18

2 Glen Cove Road, a few months ago I  
3 was here at this legislative body just to make  
4 them aware that on a newly paved road, Glen  
5 Cove Road, there's over 30 transverse cracks  
6 across the entire roadway. We were told that  
7 the county DPW was going to repair them.  
8 Hasn't been repaired yet. With all the rain  
9 we've had pot holes are actually being  
10 developed on a two and a half year old  
11 roadway. A waste of money.

12 Old Country Road, from Washington  
13 Avenue to Ellis Avenue. It's about 2.2  
14 miles. Traffic along that way it's a  
15 nightmare and it's only getting worse. More  
16 vehicles are on the road, than are on Old  
17 Country Road more than ever. And that  
18 includes independent drivers such as Uber,  
19 Deal Dash and even Waze is affecting the  
20 amount of vehicles that are on that road.

21 From Washington Avenue to Country  
22 Glen Center, that's 128 Glen Cove Road,  
23 there's a series of left turns along the way  
24 in the roadway. During rush hour one slick  
25 driver will turn around and he goes into that

1 Full Leg - 8-6-18

2 left turn, puts his left blinker on, probably  
3 for the first time that day, and continues to  
4 go on that whole path. It's about seven  
5 tenths of a mile. All to bypass everybody  
6 else that's stuck in traffic. When he does  
7 it, or he or she does it about ten other cars  
8 follow.

9 In addition to that, when cars are  
10 stalled on that roadway, all of a sudden  
11 people start making U-turns on a very, very  
12 dangerous road. There isn't one no U-turn  
13 sign on Old Country Road. There's only one  
14 street on the south side that has no right  
15 turn from three to six. How come the rest of  
16 the streets don't have something like that?  
17 In fact, the actual volume there should be  
18 consideration of no right turn on a heavily  
19 dutied road like that.

20 Now we turn around and we get to  
21 Roosevelt Field. That particular area over  
22 there is really a nightmare. And Roosevelt  
23 Field I guess they're having hardships. They  
24 even have a new tenant. There's about 250 new  
25 vehicles out every day on that road over



1 Full Leg - 8-6-18

2 there. Including a surface truck.

3 Then you go down further you will  
4 see within the next two years, excuse me,  
5 about a million and a half square feet of new  
6 retail space that will add to the problem. I  
7 know Glen Cove Road is going to be repaved  
8 next year but we need to do something to do  
9 mitigation. Thank very much. My three  
10 minutes are up.

11 LEGISLATOR NICOLELLO: Thank you  
12 Pete. I would like to at this time welcome  
13 back to our chambers one of our colleagues,  
14 former Legislator Jeff Toback. I don't know  
15 if you want to speak now or wait until the  
16 appointment is called.

17 MR. TOBACK: I will wait for the  
18 item.

19 LEGISLATOR NICOLELLO: Theresa  
20 Buhse.

21 MS. BUGSE: I'm Theresa Bugse,  
22 the associate director of Long Island Crisis  
23 Center. Before I speak briefly about what I  
24 came to speak about, I want to on behalf of  
25 Long Island Crisis Center, which is Nassau

1 Full Leg - 8-6-18

2 County's 24-7 suicide prevention hotline,  
3 thank this month's top cops for the suicide  
4 rescue and for being our life saving partners  
5 in the work we do.

6 Long Island Crisis Center is very  
7 happy to see that bills are being proposed to  
8 help address the needs of Nassau County  
9 residents around substance use. Long Island  
10 Crisis Center answers several crisis hotlines  
11 24 hours a day seven days a week for the  
12 county, including suicide prevention line,  
13 runaway hotline and the behavioral health  
14 hotline. Which also serves as the intake  
15 department for Nassau County Mobile Crisis  
16 Unit.

17 Although none of those hotlines are  
18 specifically directed towards substance use,  
19 about 18 percent of the 12,000 calls we get  
20 annually are related to substance misuse. Our  
21 hotlines are staffed by highly trained  
22 volunteers who receive very extensive crisis  
23 intervention training.

24 Additionally, all our counselors  
25 receive Narcan training from the Nassau

1 Full Leg - 8-6-18

2 County's Department of Mental Health, Chemical  
3 Dependency and Developmental Disabilities and  
4 they also receive additional modules on  
5 substance abuse training.

6 Nassau County once had a dedicated  
7 drug and alcohol hotline which Long Island  
8 Crisis Center answered from 2005 until 2008 at  
9 which point due to a major funding crisis that  
10 hotline was defunded. In 2008, which was the  
11 last year the hotline was in existence, we  
12 answered 834 calls and gave out over 700  
13 referrals to Nassau County agencies for  
14 substance services.

15 Once the dedicated hotline was  
16 defunded we recognized the great need we were  
17 addressing and Long Island Crisis Center  
18 arranged for calls to that now defunct hotline  
19 to be forwarded to our still existing Middle  
20 Earth hotline so the clients still got help.  
21 We continue to this day to get 40 calls per  
22 month from people reaching out to that defunct  
23 number, which is not being currently  
24 publicized. So we'd just like to say a  
25 dedicated substance use line that is properly

1 Full Leg - 8-6-18

2 publicized is strongly needed. Thank you.

3 LEGISLATOR NICOLELLO: Thank you  
4 very much. Howard Kroplick. I know Howard is  
5 here to speak on an item also. If you want to  
6 wait for the item or speak. You'll wait?  
7 Okay. Meta Mereday.

8 MS. MEREDAY: Good afternoon.  
9 Meta J. Mereday. Couple of items and whatever  
10 is relating to other specifics on the agenda I  
11 will bring those up then.

12 Pertaining to again the parking  
13 issue, because I myself outside had to do a  
14 little traffic control because I was trying to  
15 save a taxpayer from possibly having her car  
16 towed because she was parked in a reserved  
17 area. She wanted to come into this meeting to  
18 see her daughter speak. I'm pretty sure she  
19 wasn't able to do that.

20 Again, there is a parking crisis  
21 that's going on right here around this  
22 building. The fact that now, in addition to  
23 recovering from my car accident that was now  
24 three weeks ago, and spinal cenosis, I have a  
25 fuller appreciation for those with

1 Full Leg - 8-6-18

2 disabilities and limited walking. Because I  
3 believe there is a total of four handicap  
4 parking spaces on this whole premises. I'm  
5 pretty sure -- the number may be wrong -- I'm  
6 pretty sure that has to be some kind of OSHA  
7 violation.

8 As I was jokingly saying, we take  
9 better care of the Canadian geese in cleaning  
10 up for them and making sure the grass is  
11 trimmed in the front, that might be something  
12 we can start to consider for parking for  
13 residents who pay the taxes here. Let's think  
14 about that.

15 Again, the discussion, and it's  
16 nice to know that other residents in the  
17 county are dealing with road situations and  
18 there are many residents in Baldwin who still  
19 have an issue with the Baldwin road diet  
20 considering we have the exceptional First  
21 Precinct, we have fire departments, and to  
22 anyone who believes -- and this takes nothing  
23 away from those who want to ride bicycles I'm  
24 fine with that -- but considering that First  
25 Precinct is in the southern end of Grand

1 Full Leg - 8-6-18

2 Avenue, we have two fire houses on Grand  
3 Avenue. To even consider making one lane  
4 literally in front of the fire house is  
5 completely ludicrous to me to do that.

6 Lastly, Kellogg House proposal that  
7 was presented a while ago that is still  
8 seeking funding now we're being told that  
9 diseased trees were cut down. Those trees  
10 were there for decades. Now all of a sudden  
11 we know that these trees are now dangerous to  
12 the community. Why was that the case? Again,  
13 so problematic to me.

14 And lastly, I just got a call from  
15 someone who wanted my comments about the  
16 town's veteran job fair, which ironically took  
17 place the same day that the county had a  
18 workshop for service disabled businesses, this  
19 lack of communication with an issue that's so  
20 apparent to me that I continue to stress that  
21 we're not addressing the needs of our veterans  
22 from a business development standpoint  
23 continues to also boggle my mind.

24 I was looking at the upcoming  
25 resolutions to be discussed with Rules and

1 Full Leg - 8-6-18

2 none of these companies are listed whether  
3 they're service disabled, woman owned,  
4 minority owned. Again, where is the diversity  
5 for the taxes that we pay? Thank you and I  
6 stayed on time.

7 LEGISLATOR NICOLELLO: Thank you  
8 for that. Howard Kroplick. I believe you  
9 wanted to speak now.

10 MR. KROPLICK: Good afternoon.  
11 I'm Howard Kroplick. I'm the town historian  
12 in North Hempstead. I'm a trustee of the  
13 Roslyn Landmark Society and I'm a resident of  
14 East Hills. As a town historian I'm obligated  
15 to give you a little bit of history today, but  
16 I'm here to speak about the Roslyn Grist  
17 Mill.

18 The Roslyn Grist Mill is a rare  
19 surviving Dutch frame watermill built between  
20 1715 and 1741. It operated as a working water  
21 mill for over 170 years until 1950. From 1920  
22 to 1974 the Grist Mill building served as a  
23 tea house and was a tourist attraction in the  
24 historic village of Roslyn. The Grist Mill is  
25 located in the heart of the village of Roslyn

1 Full Leg - 8-6-18

2 at the head of Hempstead Harbor and was  
3 designated on the national historic register  
4 of historic places. Since 1976 the Grist Mill  
5 has been owned by Nassau County, with numerous  
6 plans to restore it.

7 Well, it's 42 years later and I'm  
8 pleased to report we are finally ready to  
9 begin phase one of the restoration, which  
10 would include stabilizing the building,  
11 restoring the historic timber frames, raising  
12 the building to street level and right now  
13 again, news for you, the Roslyn Landmark  
14 Society is currently in contract with Kohl  
15 construction to begin this restoration. Our  
16 architect is John Waite Associates, who  
17 designed this beautiful building.

18 And from a funding standpoint, not  
19 including Nassau County funds, the Roslyn  
20 Landmark Society has raised \$1 million from  
21 New York State grants, private foundations and  
22 fundraising events.

23 Today you will be looking at Roslyn  
24 Grist Mill resolution for an IMA that has been  
25 agreed to by Nassau County, the Village of



1 Full Leg - 8-6-18

2 Roslyn and the Roslyn Landmark Society, with  
3 Nassau County retaining ownership of the  
4 property. This agreement, if approved by the  
5 legislature today, will also release \$250,000  
6 from the 2006 Environmental Bond Act  
7 designated for the Roslyn Grist Mill and  
8 \$190,000 in capital funding.

9 I would like to thank County  
10 Executive Laura Curran and the Nassau  
11 Legislature for the support of this historic  
12 project. Especially Legislator Delia  
13 DeRiggi-Whitton, the Grist Mill is in her  
14 district, and Presiding Officer Richard  
15 Nicolello.

16 I want to personally invite  
17 everybody up here to the restoration ground  
18 breaking ceremony which we plan to have in the  
19 fall. Thank you very much.

20 LEGISLATOR NICOLELLO: Thank you  
21 Howard. Last slip I have is for Pearl Jacobs.

22 MS. JACOBS: Good afternoon.  
23 Pearl Jacobs representing Nostrand Garden  
24 Civic Association Uniondale.

25 My question today is to the entire

1 Full Leg - 8-6-18

2 legislature. Where does the county stand on  
3 the fictitious East Garden City designation?  
4 Uniondale borders are under attack north of  
5 Hempstead Turnpike. This is nothing more than  
6 new age colonialism where the original  
7 colonists sold land from the original  
8 indigenous people. Same script different  
9 cast.

10 Nostrand Garden Civic Association  
11 is continuously contacting Newsday, Google,  
12 local Nassau County publications and regional  
13 news media requesting they retract and correct  
14 stories where East Garden City is identified  
15 as the area located at Mitchell Field. Why  
16 does the county continuously violating its own  
17 resolutions stating that East Garden City is a  
18 fictitious designation? The real question is  
19 how did this East Garden City identity  
20 materialize in the first place? I would guess  
21 we just follow the money and we will be sure  
22 to find the answer to this question.

23 The Uniondale community is  
24 requesting that Nassau County uphold and stay  
25 true to the resolution that there is no such

1 Full Leg - 8-6-18

2 East Garden City and it is a fictitious  
3 designation. I do request that my first  
4 question be asked. Where does the county  
5 stand on the fictitious East Garden City  
6 designation? Thank you.

7 LEGISLATOR ABRAHAMS: Hi Pearl.

8 I can respond for myself, which I believe is  
9 pretty consistent. In fairness to some of my  
10 colleagues up here, I'm not too sure they are  
11 aware of the issue in regards to East Garden  
12 City but I will explain it real quick.

13 So, as most of you may or may not  
14 know, the Uniondale community stretches well  
15 beyond Nassau Coliseum and Reckson Plaza and  
16 the Omni building. It extends all the way up  
17 to Stewart Avenue. Many of you may have known  
18 as you are driving off of Stewart Avenue the  
19 welcome to Uniondale sign is very present next  
20 to the NICE bus depot.

21 That being said, for many, many  
22 years, and if I'm repeating something you  
23 already know please stop me, but for many,  
24 many years that area that is around the  
25 college, the Cradle of Aviation, the

1 Full Leg - 8-6-18

2 Children's Museum, for some reason has always  
3 designated themselves as East Garden City.

4 So, the Uniondale community, in  
5 conjunction with my office, Congresswoman  
6 Rice, Councilwoman Dorothy Goosby and Siela  
7 Bynoe, have all worked together to meet with,  
8 whether it be the postal service, the Cradle,  
9 the Children's Museum, all interested parties,  
10 the college, to make sure that they have the  
11 proper address when they describe their  
12 business whether on their website, so on and  
13 so forth.

14 However, there have been documents  
15 that have come up through, whether it be the  
16 Planning Commission, the county that is an  
17 issue that continues to insinuate that if you  
18 are within those confines of being I guess  
19 it's north of Hempstead Turnpike and south of  
20 Stewart that you are East Garden City.

21 Just last week there was a  
22 reference in Newsday, which once I was made  
23 aware of it, my staff Danny and Holly, who are  
24 in our press office, immediately reached out  
25 to Newsday. I can't remember if you were on

1 Full Leg - 8-6-18

2 that email.

3 MS. JACOBS: Heidi Sanft reached  
4 out to Newsday and a retraction was made.

5 LEGISLATOR ABRAHAMS: That's what  
6 I remember. From that standpoint that is the  
7 issue which I'm not too sure all the members  
8 up here are aware. Many of our members are  
9 also new. They may not understand or know of  
10 the history. But I'm in complete support.  
11 East Garden City doesn't exist. Doesn't have  
12 a zip code. It is an area that has been  
13 designated that's a portion of Uniondale. I  
14 will continue to work with the community and  
15 fight to ensure that Uniondale is properly  
16 respected as well as their boundaries are  
17 properly recognized.

18 MS. JACOBS: We thank you for  
19 that Legislator Abrahams. This is a true  
20 issue where this East Garden City designation  
21 is trying to actually create a new identity  
22 separate from that of Uniondale. And the  
23 Uniondale residents were definitely not happy  
24 about that and we will definitely stay on top  
25 of that. Nostrand Gardens for sure will be an

1 Full Leg - 8-6-18

2 active participant in not allowing that to  
3 happen.

4 We also are asking, I do understand  
5 that Charles Lindbergh is a county road. We  
6 are asking that Uniondale signs be put in that  
7 area welcome to Uniondale or something  
8 identifying that you're in Uniondale. When  
9 people come from different areas they will  
10 have an identity that area north of Hempstead  
11 Turnpike is indeed a Uniondale designation.  
12 So we would like signs there as well. Not a  
13 tiny little sign that was taken down and  
14 months later put up where you need a telescope  
15 to see. We want a nice entry sign. We would  
16 hope that you would make that happen  
17 Legislator Abrahams.

18 LEGISLATOR ABRAHAMS: I was  
19 talking to Legislator Bynoe. You do know you  
20 are represented by two --

21 MS. JACOBS: That would be the  
22 Legislator Bynoe. I'm sorry.

23 LEGISLATOR BYNOE: No problem  
24 Pearl. I'll look to see if I can, through the  
25 Community Reinvestment Program, through CRP,

1 Full Leg - 8-6-18

2 if I can purchase some signs and have them  
3 placed there through an intermunicipality  
4 agreement or something to that effect.

5 I know when the census comes out  
6 next time around it will be addressed in the  
7 census that that is in fact Uniondale. I know  
8 that's a couple of years out but nonetheless,  
9 the federal representatives, along with the  
10 local representatives, we all stood together  
11 and we agree that that is Uniondale. It's  
12 always been Uniondale and should remain  
13 Uniondale.

14 MS. JACOBS: Thank you very much  
15 and we look forward to working with you and  
16 staying on top of this issue. Thank you.

17 LEGISLATOR NICOLELLO: Thank you  
18 Pearl. We are going to go into the  
19 legislative calendar. We start off with the  
20 consent calendar, which are items that have  
21 gone through committees and it's been agreed  
22 by the minority and majority that these can be  
23 passed without further comment. After that we  
24 will go immediately into the appointments.

25 As to the consent calendar, we are

1 Full Leg - 8-6-18

2 going to call the items. Item four Ordinance  
 3 130. Item five Ordinance 131. Item six  
 4 ordinance 132. Item seven Ordinance 133.  
 5 Item eight Ordinance 134. Item ten Ordinance  
 6 136. Item 11 Ordinance 137. Item 12  
 7 Ordinance 138. Item 13 Ordinance 139. 14  
 8 Ordinance 140. 15 Ordinance 141. 16  
 9 Ordinance 142. 17 Ordinance 143. 18  
 10 Ordinance 144. 19 Ordinance 145. 20  
 11 Ordinance 146. 21 Ordinance 147. 22  
 12 Ordinance 148. 23 Ordinance 149. 24  
 13 Ordinance 150. 25 Ordinance 151. 29  
 14 Ordinance 134. 30 Ordinance 135. 31  
 15 Ordinance 136. 32 Ordinance 137.

16 Those are resolutions.

17 Back to 29. 29 was Resolution  
 18 134. 30 was Resolution 135. 31 is Resolution  
 19 136. 32 is Resolution 137. 33 is Resolution  
 20 138. 34 is Resolution 139. 35 is Resolution  
 21 140. 36 is Resolution 141. 37 is Resolution  
 22 142. 38 is Resolution 143. 41 is Resolution  
 23 146. 42 is Resolution 147. 43 Resolution  
 24 148. 44 Resolution 149. 45 Resolution 150.  
 25 46 Resolution 151. 47 Resolution 152. 48



1 Full Leg - 8-6-18

2 Resolution 153. 49 Resolution 154. 50

3 Resolution 155. 51 Resolution 156. 52

4 Resolution 157. 53 Resolution 158. 54

5 Resolution 159.

6 Moved by Legislator Muscarella.

7 Seconded by Legislator DeRiggi-Whitton. I  
8 think there are a couple of legislators who  
9 wanted to speak Legislator Lafazan.

10 LEGISLATOR LAFAZAN: With your  
11 indulgence I have Police Commissioner Ryder  
12 and Teri Kroll who would love to say a few  
13 words before I do on the pair of opioid bills.

14 LEGISLATOR NICOLELLO:  
15 Commissioner Ryder would you like to say a few  
16 words?

17 COMMISSIONER RYDER: Again, thank  
18 you for having us back up here. Just want to  
19 say that both of these bills that we've been  
20 looking at, Operation Natalie has huge success  
21 here in the county. We've been working hard  
22 reducing those numbers. We are at 30 percent  
23 reduction in our nonfatal heroin overdoses but  
24 a 12 percent reduction in fatal heroin  
25 overdoses. No way are we near the end as Teri

1 Full Leg - 8-6-18

2 will tell you. But I will say this, these  
3 bills and anything that supports that  
4 Operation Natalie and our fight against heroin  
5 and the opioids the police department is  
6 strongly behind and would like to see go  
7 forward.

8 MS. KROLL: I'm Teri Kroll and  
9 I've worked with Josh for a couple of years.  
10 I lost my son nine years ago this month to a  
11 heroin overdose. His heroin addiction was led  
12 on by opioids that were prescribed to him by a  
13 drug dealing doctor in Massapequa. Timothy  
14 reported that doctor before he died and that  
15 doctor was arrested and tried and convicted  
16 after Timothy passed away.

17 So, the idea that we are working  
18 toward resolutions to completely stop this  
19 epidemic is fantastic to me. It's not going  
20 to completely stop but issues like this and  
21 steps like this make a huge difference. We've  
22 made differences over the years in how we  
23 prescribe opioids and how we dispense opioids  
24 and how we can surrender our pills that are in  
25 our medicine cabinets.

1 Full Leg - 8-6-18

2 But in the long run, nine years ago  
3 nobody told me that the opioids that were  
4 being prescribed to Timothy were addictive. I  
5 won't say there was nobody to help me, there  
6 were people to help me, but there was no way  
7 to find them. I was drowning in terror  
8 actually. I think that's the best word to use  
9 when you're watching your child die. Just to  
10 be able to have an app on a phone that's  
11 fantastic. I couldn't find a pencil to write  
12 down a phone number let alone get Timothy  
13 help.

14 The idea of having a 24 hour  
15 hotline that I could have called in the middle  
16 of the night when Timothy was just writhing in  
17 pain because he was trying to stop and  
18 couldn't. That's fantastic. The idea of  
19 getting help is fantastic. All it makes me  
20 realize is the fact that families have decided  
21 to speak out and decided to make this their  
22 mission, which I have done with Timothy always  
23 on my mind, is fantastic.

24 I don't think if we hadn't spoken  
25 out no change would have happened. I think

1 Full Leg - 8-6-18

2 change has happened faster because we decided  
3 to put our feelings on the table and let  
4 people know exactly what's going on here.  
5 Just to see Josh, who I'm in full support of  
6 and he knows that, just to see people come to  
7 the table and say we have this problem and we  
8 can make a difference.

9 I just have to say thank you for  
10 putting these bills through and thank you so  
11 much for including my son's name on these. I  
12 never thought I wanted Timothy's name on  
13 anything like this but it makes a big  
14 difference. So thank you very much.

15 LEGISLATOR LAFAZAN: Thank you.  
16 My only remarks here are to give thanks first  
17 of course Presiding Officer Nicoletto who has  
18 met me on the merits of every bill I've  
19 submitted and has been nothing but a gentleman  
20 and statesman. Thank you for your support.

21 Minority Leader Abrahams, who has  
22 been a wonderful mentor everyday I've spent in  
23 this building.

24 Someone I'm proud to call a  
25 colleague and a friend Legislator Laura

1 Full Leg - 8-6-18

2 Schaefer, who after I submitted these bills  
3 came on as an incredible partner and whose  
4 efforts to fight this epidemic has made for  
5 years of tremendous difference in our  
6 community. Thank you Laura.

7 And of course our Police  
8 Commissioner Ryder, whose leadership on this  
9 issue is unparalleled and continues to go to  
10 war against addiction here in Nassau. I spoke  
11 in committee so all I'm going to say is  
12 Timothy Kroll is looking down from heaven this  
13 morning both smiling both for the progress  
14 we've achieved in the legislature and for the  
15 efforts his mom has undertaken in his name.  
16 Thank you.

17 LEGISLATOR NICOLELLO: Legislator  
18 DeRiggi-Whitton I believe you wanted to make a  
19 comment on the Roslyn Grist Mill.

20 LEGISLATOR DERIGGI-WHITTON:  
21 Teri, it's been a pleasure getting to know you  
22 and you're an inspiration for all of us.

23 I do want to thank you for  
24 entertaining the idea of passing this funding  
25 for the Roslyn Grist Mill. I know this was

1 Full Leg - 8-6-18

2 started by my predecessor Wayne Wink and it  
3 was something that he really fought for for  
4 years. I remember driving by and seeing a  
5 sign on the Grist Mill for years saying it's  
6 coming, it's coming and we finally took the  
7 sign down and we can now put it back up. It's  
8 something that preserves our history and it's  
9 in the middle of Roslyn downtown which I think  
10 is just going to enhance the whole area and  
11 again I'm truly grateful for everyone's  
12 support.

13 LEGISLATOR NICOLELLO: Any other  
14 legislators want to comment? Any public  
15 comment?

16 MS. MEREDAY: I'm definitely in  
17 support of anything that helps to maintain a  
18 legacy and history. Baldwin also has a  
19 historic society and Baldwin also has a  
20 historic landmark that has allegedly some  
21 funding that is earmarked and there is strong  
22 concern from the community that in Kellogg  
23 House was formerly occupied by a Civil War  
24 veteran. Again, it is in extreme disrepair  
25 and the residents fought successfully to keep

1 Full Leg - 8-6-18

2 it from being torn down to allow for  
3 additional parking for First Precinct. Which  
4 many of the residents fought to keep the First  
5 Precinct the way it is in its new condition.  
6 I encourage all of you sitting there who are  
7 trying to get your precincts either reopened  
8 or reconditioned keep up the good fight. We  
9 finally were able to get what we needed to get  
10 done in Baldwin for the First Precinct and for  
11 the residents of the South Shore.

12 Secondly, as it pertains to having  
13 the 24 hour hotline and support to address the  
14 opioid crisis, we seem to address a crisis  
15 when it becomes a crisis or and epidemic or  
16 pandemic. We never seem to realize that there  
17 are things you can do ahead of time before  
18 someone has to mourn the loss of their child  
19 or their spouse or their senior citizen  
20 because of certain issues. We cannot just  
21 pass it off and give some money, usually not  
22 enough money, to our law enforcement and leave  
23 it to them to do it. When you have community  
24 resources that are straining at the bit to do  
25 the work they have been doing consistently for

1 Full Leg - 8-6-18

2 decades. It has to be an all out issue.  
3 Everyone has to be involved and all resources  
4 have to be on deck ahead of time to make those  
5 things happen.

6 I continue to encourage you to  
7 think along those lines. Because again --  
8 that might be somebody else trying to get  
9 parking or parked illegally outside -- I  
10 encourage all you to consider again the  
11 conditions that our veterans are living in and  
12 the resources that they continue to lack. If  
13 we have at least the Town of North Hempstead  
14 considering having a facility that's a little  
15 closer because of all of the things that are  
16 happening in Northport. I don't know what it  
17 will take. I guess it will have to take a  
18 crisis, it will have to take a family tragedy  
19 for those of you to realize.

20 Again, I don't require any response  
21 but once in a while it would be nice if  
22 someone sitting there could say to the  
23 residents, like the gentleman that spoke about  
24 the conditions on Glen Cove Road, if someone  
25 could have said to him I hear what you're



1 Full Leg - 8-6-18

2 saying. I understand what you're talking  
3 about. Because sometimes we don't feel that  
4 you are taking us seriously and that we are  
5 wasting our time and our tax dollars to stand  
6 here. I don't think so because otherwise I  
7 would not be here or continue to be here.  
8 Thank you.

9 LEGISLATOR NICOLELLO: Thank you  
10 Meta. Is there anyone else for public comment  
11 on the consent items? Hearing none, all in a  
12 favor signify by saying aye. Those opposed?  
13 Carries unanimously.

14 I am going to call two appointments  
15 right now. These are items 39 and 40. Item  
16 39 is Resolution 144. A resolution to confirm  
17 the county executive's appointment of the  
18 Honorable Daniel Palmieri to the Nassau County  
19 Board of Ethics.

20 And 40 Resolution 145 is a  
21 resolution to confirm the Nassau County  
22 Executive's appointment of Christopher Devane  
23 to the Nassau County Board of Ethics.

24 I'll make that motion. Seconded by  
25 Minority Leader Kevan Abrahams. I know that

1 Full Leg - 8-6-18

2 both Judge Palmieri and it's actually Judge  
3 Devane are here. If you two wanted to  
4 approach we appreciate it. I know Judge  
5 Palmieri had a long distinguished career in  
6 private practice and served as county court  
7 judge, as well as a justice of the supreme  
8 court and is currently serving as a JHO,  
9 judicial hearing officer, and mediator.

10 Chris Devane is currently serving  
11 and has served since 2003 as the village  
12 justice of New Hyde Park. He's the associate  
13 village justice of Roslyn. Former Nassau ADA  
14 and in private practice as well. I don't know  
15 if either gentleman want to say something.

16 MR. PALMIERI: I want to thank  
17 everybody for this great honor. I really  
18 appreciate it and I will work very hard to  
19 justify your appointment.

20 MR. DEVANE: I'll just reiterate  
21 what the judge said. Thank you very much for  
22 this honor and privilege.

23 LEGISLATOR NICOLELLO: Any  
24 questions or discussion? Any public comment?  
25 All in favor signify by saying aye. Those

1 Full Leg - 8-6-18

2 opposed? Congratulations.

3 The next appointment is number 26  
4 Resolution 125. A resolution to confirm the  
5 county executive's reappointment of Jeffrey H.  
6 Greenfield as a commissioner with the Nassau  
7 County Planning Commission.

8 Moved by Legislator Gaylor.  
9 Seconded by Alternate Deputy Presiding Officer  
10 Ford. That appointment is before the  
11 legislature. Mr. Greenfield, did you want to  
12 approach the mic?

13 LEGISLATOR KOPEL: Yes,  
14 Mr. Greenfield. Good to see you. I have a  
15 few questions that I would like to ask you.  
16 You were chairman of this commission for quite  
17 a while, right?

18 MR. GREENFIELD: Yes.

19 LEGISLATOR KOPEL: Would you kind  
20 of enlighten us as to what it is that this  
21 commission does.

22 MR. GREENFIELD: The Nassau  
23 County Planning Commission is the last stop.  
24 Most applications that come before us we have  
25 to create a memorandum to go to the Nassau

1 Full Leg - 8-6-18

2 County Clerk's Office to create a tax lot in a  
3 subdivision. We have original jurisdiction  
4 with respect to the same. We also have three  
5 calendars. We have the zoning calendar where  
6 municipalities, villages and towns have to  
7 refer to us for our perusal their zoning board  
8 of appeals applications that are within 500  
9 feet of a county road. Which are also within  
10 the jurisdiction of a county, state road. And  
11 we review, our staff reviews that application  
12 and we make recommendations. We can either  
13 approve, which 90 percent are --

14 LEGISLATOR KOPEL: So what are  
15 the basis of a disapproval?

16 MR. GREENFIELD: We look at  
17 traffic impact. We take recommendations and  
18 traffic studies and look at the community  
19 impact on the neighborhood. If it's in the  
20 character of the neighborhood. It's very  
21 important to us the character of the  
22 neighborhood.

23 If we deny the application the  
24 local municipality can override it but they  
25 have to have an absolute majority plus one.

1 Full Leg - 8-6-18

2 Then the third calendar is the  
3 OSPAC calendar. Open Space Advisory  
4 Committee. OSPAC refers to us for our  
5 recommendation to the legislature county  
6 properties to be disposed of or county  
7 properties to be acquired under the Open Space  
8 Law.

9 LEGISLATOR KOPEL: When you say  
10 in recommendations to the legislature, to the  
11 county, on the open spaces you mean that you  
12 go out and look for properties?

13 MR. GREENFIELD: We don't  
14 initiate anything with respect to either  
15 acquisition or disposal of properties. It's a  
16 recommendation from the county executive's  
17 office and the Nassau County Real Estate  
18 Bureau.

19 LEGISLATOR KOPEL: When you get a  
20 recommendation from one of those offices what  
21 issues do you look for?

22 MR. GREENFIELD: It's a  
23 fact-finding issue. We want to check the  
24 environmental issues with respect to the  
25 property. We want to make sure in disposing

1 Full Leg - 8-6-18

2 of a property that at no time the property  
3 would be better suited as open space, adjacent  
4 to a park or park property itself and would  
5 have no impact upon the neighborhood by  
6 disposing of it.

7 When the bond issue properties come  
8 before us we have a hearing and a 30 day  
9 waiting period and we take comments from the  
10 public. We don't initiate anything. Then we  
11 make a recommendation to the legislature. We  
12 don't stand --

13 LEGISLATOR KOPEL: When you make  
14 a recommendation to the legislature do you  
15 talk about price?

16 MR. GREENFIELD: No. Price is  
17 not something that we negotiate or discuss.  
18 We make sure there's a current appraisal.

19 LEGISLATOR KOPEL: You make sure  
20 there is a current appraisal and you pass that  
21 along to the legislature for consideration?

22 MR. GREENFIELD: Yes. As part of  
23 our recommendation.

24 LEGISLATOR KOPEL: Do you look  
25 for conflicts of interest?

1 Full Leg - 8-6-18

2 MR. GREENFIELD: We have a much  
3 more aggressive program in recent years where  
4 we have disclosure, significant disclosure,  
5 not only by the applicant, we are very  
6 concerned about items that come before us with  
7 L.L.C.s and companies where there are no  
8 names. Now they have to fill out a disclosure  
9 form and give us all the stockholders and all  
10 the members of the L.L.C.

11 We also have now instituted one  
12 level higher, and we have the attorneys that  
13 appear before us have to make full disclosure  
14 of their potential conflicts if they do work  
15 for the county or represent the county in any  
16 way or their partners. I'm very proud under  
17 my leadership as chairman that we  
18 significantly strengthened the level of  
19 disclosure and transparency so that the  
20 members of the planning commission would know  
21 if there is a problem or an issue or in some  
22 cases where they might have to recuse  
23 themselves because they have a business  
24 relationship with one of the members of the  
25 L.L.C. So before that we didn't know who was

1 Full Leg - 8-6-18

2 behind the L.L.C. Now I can stand before you  
3 and tell you that everything is out in the  
4 open and fully --

5 LEGISLATOR KOPEL: Let's assume  
6 that you get all these disclosures and you  
7 find there is some sort of conflict or issue  
8 that you don't like. That you don't  
9 personally like. Can you disapprove it on  
10 that basis?

11 MR. GREENFIELD: We just make  
12 recommendations to the legislature. One  
13 instance we pulled the item off the agenda  
14 altogether because it didn't pass muster with  
15 respect to potential conflict.

16 LEGISLATOR KOPEL: In other  
17 words, you have the power to disapprove  
18 something because it doesn't --

19 MR. GREENFIELD: We don't really  
20 approve anything because we just make  
21 recommendations. What we did was we took it  
22 off the agenda.

23 LEGISLATOR KOPEL: Do you  
24 recommend to the legislature that they approve  
25 or disapprove something because there's a



1 Full Leg - 8-6-18

2 conflict or discrepancy in price.

3 MR. GREENFIELD: We don't get  
4 involved in negotiating price and our  
5 recommendation to the legislature is for the  
6 legislature and we've told in cases for the  
7 legislature to look at the matter further  
8 because we have no jurisdiction.

9 LEGISLATOR KOPEL: Would that  
10 pertain as well to the question of conflicts?

11 MR. GREENFIELD: Yes.

12 LEGISLATOR KOPEL: You don't have  
13 the right to approve or disapprove something  
14 because there's a conflict?

15 MR. GREENFIELD: That's right.

16 LEGISLATOR KOPEL: You don't  
17 recommend to the legislature that they approve  
18 or disapprove on the basis of price or  
19 conflict, you just provide the information?

20 MR. GREENFIELD: We are purveyors  
21 of information.

22 LEGISLATOR KOPEL: That's our job  
23 to approve or disapprove not your job, would  
24 that be fair?

25 MR. GREENFIELD: Yes, sir.

1 Full Leg - 8-6-18

2 LEGISLATOR KOPEL: Thank you  
3 Mr. Greenfield. I look forward to voting for  
4 you and I look forward to your continuing the  
5 wonderful work you have been doing for many  
6 years.

7 MR. GREENFIELD: Thank you very  
8 much. I look forward to continuing to serve  
9 the people of Nassau County.

10 LEGISLATOR NICOLELLO: Any other  
11 questions?

12 LEGISLATOR ABRAHAMS: How are you  
13 Jeff?

14 MR. GREENFIELD: Good day  
15 Legislator.

16 LEGISLATOR ABRAHAMS: Couple of  
17 things. First, I think before I start to ask  
18 you a few questions I just want to hear from  
19 the administration in regards to this  
20 resolution. So, I think Mr. Santeramo is here  
21 on behalf of the administration.

22 MR. SANTERAMO: Mike Santeramo.  
23 This resolution was put in as a recommendation  
24 to keep Mr. Greenfield on as per  
25 recommendation from the majority caucus.

1 Full Leg - 8-6-18

2 LEGISLATOR ABRAHAMS: Let me make  
3 sure I understand. This is a recommendation  
4 that the majority has been seeking the  
5 approval of Mr. Greenfield, not supported by  
6 the county executive or supported by the  
7 county executive?

8 MR. SANTERAMO: In discussions to  
9 move forward on getting the Planning  
10 Commission calendared there were  
11 recommendations that were taken from the  
12 majority caucus. One of which was Mr.  
13 Greenfield. The resolution was put in by the  
14 county executive.

15 LEGISLATOR ABRAHAMS: If I  
16 understand it correctly, this was part of a  
17 larger agreement, for lack of a better word,  
18 that some of the folks that the county  
19 executive would like to see on the commission,  
20 some of the folks that the majority would like  
21 to see on the commission and then come  
22 together with the group of people?

23 MR. SANTERAMO: Correct. In  
24 order to get the resolutions put on the  
25 calendar.

1 Full Leg - 8-6-18

2 LEGISLATOR ABRAHAMS: Is that  
3 normal?

4 MR. SANTERAMO: Is it normal?

5 LEGISLATOR ABRAHAMS: Meaning the  
6 county executive should have the right to put  
7 up whoever they feel who they believe is  
8 wholeheartedly is committed and willing to  
9 serve.

10 MR. SANTERAMO: I think that, as  
11 we have seen, the majority caucus at any point  
12 in time are the folks that are in charge of  
13 placing items on the calendar. So there are  
14 times when, for example, Legislator Bynoe has  
15 submitted legislation that I don't believe has  
16 made the calendar and I'm sure there are other  
17 pieces of legislation that they decided.

18 LEGISLATOR ABRAHAMS: I guess we  
19 got to offer some Planning Commission  
20 responses. I'm kidding. Thank you Mike.

21 Mr. Greenfield, if you don't mind.  
22 Mr. Greenfield, I wanted to bring your  
23 attention to a couple of things. If I jump  
24 around and you need me to explain things over  
25 again I will be happy to do so.

1 Full Leg - 8-6-18

2 This April of 2014 I wrote to your  
3 attention a letter that basically discussed  
4 the use of Environmental Bond Act money while  
5 you were there of course on the planning  
6 commission. Use of Environmental Bond Act  
7 money to pay for Deputy Commissioner  
8 Camerlengo property which was in default for  
9 his mortgage. I understand, I heard what you  
10 said to Deputy Presiding Officer Kopel about  
11 not taking any position or opining or looking  
12 into this. Just to refresh your memory, I  
13 wrote the letter to your attention that the  
14 county executive was seeking using \$400,000 in  
15 EBA money to pay for that property.

16 Are you familiar or do you remember  
17 this letter and do you remember that story  
18 that came out from this as well in Newsday?

19 MR. GREENFIELD: First, let me  
20 tell you I remember it in full the  
21 circumstances surrounding it. Regretfully on  
22 the date of that hearing I was not present. I  
23 was at my mother's bedside in Florida. When I  
24 got word of what transpired I immediately  
25 pulled the item off the agenda. Then I went

1                   Full Leg - 8-6-18  
2   after our Deputy County Executive Charles  
3   Theopan who had possession of this information  
4   and didn't disclose it or share it with the  
5   members of the commission that were  
6   attendance.

7                   As a result of that incident, we  
8   took a complete look and fresh undertaking of  
9   the disclosure issue. I can stand before you  
10   today, like I said earlier to Legislator  
11   Kopel, that I'm very proud of the changes we  
12   made because of the fact that we were not told  
13   in advance that that individual was a county  
14   employee. It was very disturbing to myself,  
15   the other members of the commission and that  
16   proposal was one that was pulled off the  
17   agenda. Never saw the light of day. That is  
18   one that didn't go forward. And I hope in the  
19   future and since that 2014 incident we haven't  
20   had any repeats. And if we do, it is much  
21   stronger disclosure requirement than we've had  
22   in the past. I think that's important in the  
23   integrity of the process and I'm proud that I  
24   brought about that change in the planning  
25   commission.

1 Full Leg - 8-6-18

2 LEGISLATOR ABRAHAMS: I think  
3 everyone up here would attest that the process  
4 and the integrity of the process is extremely  
5 important.

6 Now I want to bring your attention  
7 to your response. I wrote you the letter in  
8 April 24th and I appreciate your prompt  
9 response. You responded on April 28th. In  
10 the beginning of the letter, I don't want to,  
11 I could read it into the record but it's not  
12 necessary, I guess you were concerned with  
13 some of the nastiness of my letter and I guess  
14 of me leaking it to the press. I wanted to  
15 ask you, you wrote this letter yourself, I'm  
16 correct, right?

17 MR. GREENFIELD: No. I had some  
18 input from members of the commission because I  
19 was the chair but I was not alone in being  
20 upset with the tone and tenure of the letter.  
21 You and I had a very cordial chat after the  
22 exchange of letters because part of my letter  
23 said we should really sat down and maybe even  
24 before I sent the letter we should have spoke  
25 it. It's always better to speak and discuss

1 Full Leg - 8-6-18

2 the issues because I only have the utmost  
3 respect for you as a legislator, your  
4 leadership as a legislator and your concern  
5 for the process.

6 I share your feelings and concern.  
7 I think I was a better chairman and better  
8 member of the planning commission after our  
9 discussion when you called to my attention the  
10 need to notify your members when items come up  
11 in the district. I'm also very proud during  
12 my tenure and my leadership that I have a very  
13 good record of dialogue with members of this  
14 legislature and previous members of the  
15 legislature who I have called when items that  
16 are important to their community. We had one  
17 just a few weeks ago in the Five Towns  
18 community. We did not vote on it at the  
19 meeting. We held it off until September. And  
20 I spoke to Legislator Kopel about a concern I  
21 had because of the subdivision in his  
22 community. I will continue to do that even  
23 just as a member, not as chairman, and I enjoy  
24 talking. I probably do a better job of  
25 talking than writing letters.



1 Full Leg - 8-6-18

2 LEGISLATOR ABRAHAMS: A lot of us  
3 do. When I saw your letter, and obviously I  
4 don't know if you recall and maybe this was  
5 something recommended to you by some of your  
6 planning commission colleagues, your letter is  
7 cc'd to all of them but then it's also cc'd to  
8 Paul LaRocca, who is the Newsday reporter. I  
9 found that interesting, because obviously we  
10 do is in public view and Newsday could be very  
11 well listening right now, but my letter  
12 wasn't -- I didn't copy Newsday. You found  
13 the interest to copy Newsday. Why would that  
14 be?

15 MR. GREENFIELD: As I recall,  
16 it's back to 2014 and I was dealing with my  
17 mother's medical emergency, LaRocca was  
18 calling me on the issue and had written a  
19 story in Newsday on the property even after we  
20 removed it from the calendar. So, on advice  
21 of some members of the commission I forwarded  
22 a copy to him.

23 LEGISLATOR ABRAHAMS: I have no  
24 problem with that but the only reason I bring  
25 it up is because you insinuated in your letter

1 Full Leg - 8-6-18

2 that my letter seemed to be, I guess  
3 grandstanding or I'm using it to carry favor  
4 with the media. I found it interesting that  
5 my letter makes no reference to Newsday and  
6 your letter did. That's neither here nor  
7 there. We can move on.

8 MR. GREENFIELD: In retrospect I  
9 could have handled it differently. I think  
10 when we did meet I did apologize to you  
11 because I have a lot of respect for you.

12 LEGISLATOR ABRAHAMS: Thank you.

13 I want to bring your attention --  
14 obviously what prompted my letter was the need  
15 for getting a little bit more clarity in  
16 regards to Mr. Camerlengo and the county  
17 executive's use of the EBA funds. Obviously,  
18 as I'm well you are aware, just recently  
19 Newsday has done I think a five or six day  
20 story that talked a little bit -- three day  
21 story, Legislator Ford has it -- in regards to  
22 the use of those funds and talked about how  
23 those funds have been used in past. And it  
24 also implies in those stories the friends and  
25 family connection.

1 Full Leg - 8-6-18

2 I want to bring your attention to  
3 your letter again. On point four you wrote  
4 that the planning commission's role is  
5 deliberate over environmental impact not the  
6 political impact. You may recall you voted  
7 for land acquisitions -- this is to me -- land  
8 acquisitions during the prior administration  
9 by friends and family.

10 First, I have to ask you, that  
11 comment, a bullet point in your letter,  
12 insinuates I knew that I was voting for  
13 friends and family of the previous  
14 administration. How would you have knowledge  
15 of that?

16 MR. GREENFIELD: That wasn't what  
17 I meant. I had no knowledge. It was a poor  
18 choice of words. I had forgotten all about  
19 that one comment that he took out of context  
20 until he decided to blow it up and put it in  
21 that story.

22 LEGISLATOR ABRAHAMS: Tell this  
23 body what did you mean by that?

24 MR. GREENFIELD: I didn't mean  
25 anything personal against you Legislator

1 Full Leg - 8-6-18

2 Abrahams.

3 LEGISLATOR ABRAHAMS: I don't  
4 take it personal. You were insinuating that  
5 this body knew of those relationships. So  
6 please explain to us what you meant by that.

7 MR. GREENFIELD: It was a poor  
8 choice of words.

9 LEGISLATOR ABRAHAMS: Obviously  
10 it's the wrong choice of words. Let me read  
11 this again. The planning commission's role is  
12 to deliberate over the environmental impact  
13 not the political impact. You may recall --  
14 you meaning me and everybody that was here at  
15 the time -- voted for land acquisitions during  
16 the prior administration for friends and  
17 family.

18 To me that insinuates that either  
19 we knew of those relationships, which, as I  
20 responded to Newsday, had no idea. That also  
21 insinuates that you knew that they were family  
22 and friends that were part of the previous  
23 administrations that got some type of  
24 treatment that went through with EBA funds.  
25 Were you aware of that?

1 Full Leg - 8-6-18

2 MR. GREENFIELD: No. The letter  
3 was a poor choice of words.

4 LEGISLATOR ABRAHAMS: Stop right  
5 there. I'm confused. How could you not know  
6 that? How could you put that in a letter that  
7 you signed that indicates that land  
8 acquisitions during the prior administrations  
9 by friends and family, that's what you wrote,  
10 that's not what I wrote, you wrote that. It  
11 insinuates that either you knew that those  
12 relationships existed or it insinuates that we  
13 knew when we voted they existed. Either way,  
14 you must have known because it wasn't  
15 knowledge to us. We scrubbed the record. It  
16 wasn't brought up. It wasn't disclosed. This  
17 body, only a few of us were here,  
18 Mr. Nicolello, Ms. Ford and Mr. Muscarella, I  
19 think that was probably it, they were the only  
20 ones that were here, and of course Legislator  
21 Toback. This insinuates that either you knew  
22 that there were friends and family that had  
23 connections or this legislative body.

24 It sounds like to me you're saying  
25 it was a poor choice of words and you're not

1 Full Leg - 8-6-18

2 insinuating me or anyone else knew of the  
3 friends and family connections that Newsday  
4 portrayed in their three-day story. However,  
5 it clearly implies that you did. Now did you  
6 know or did you not know?

7 MR. GREENFIELD: I think that was  
8 taken out of context and I was not insinuating  
9 anything and I had no knowledge.

10 LEGISLATOR ABRAHAMS: You had no  
11 knowledge of the previous administrations  
12 friends and family, what was portrayed in  
13 Newsday, you had no knowledge that there were  
14 relationships there.

15 MR. GREENFIELD: Until I read  
16 that series of stories I had no knowledge.

17 LEGISLATOR ABRAHAMS: Then why  
18 would you write that in your letter dated  
19 April 28, 2014? Did you read the letter  
20 before you submitted it to me?

21 MR. GREENFIELD: Yes, of course.  
22 I signed the letter.

23 LEGISLATOR ABRAHAMS: Why would  
24 you allow a letter to go out more than four  
25 years ago and not correct it?

1 Full Leg - 8-6-18

2 MR. GREENFIELD: I thought I did  
3 correct it when we had our very good positive  
4 discussion and our meeting brought about by  
5 the exchange of letters and I thought that we  
6 were moving forward from that point and then I  
7 saw the quote in Newsday. So I knew it would.

8 LEGISLATOR ABRAHAMS: That quote  
9 in Newsday is tied to the fact that it  
10 insinuates that myself and members of this  
11 legislature had knowledge. Which we had  
12 none. I was curious when I got the call from  
13 the Newsday reporter that it was insinuated  
14 that we had some knowledge. Which I had  
15 none. From that standpoint it seems a little  
16 disturbing.

17 MR. GREENFIELD: I spoke to him  
18 also after that. I tried to give him clarity  
19 to him with respect to same. He chose to  
20 print it anyhow.

21 LEGISLATOR ABRAHAMS: Jeff, you  
22 are here today before us for consideration.  
23 You are asking us to give you our vote of  
24 confidence. I've got to tell you I'm very  
25 disturbed at the fact that you write something

1 Full Leg - 8-6-18

2 on April 28, 2014, now you're telling me it's  
3 either a poor choice of words or you're  
4 telling me you're not insinuating that even  
5 you knew even there were friends and family  
6 even though you wrote it in your letter. Do  
7 you see the problem, the contradiction I could  
8 have with that?

9 MR. GREENFIELD: Legislator  
10 Abrahams, I'm asking you for your support and  
11 the legislative body's support not because of  
12 one letter but because of my work on a larger  
13 picture. And today we heard from a speaker  
14 here with respect to Uniondale and the  
15 designation of Uniondale. I'm very proud that  
16 our planning commission when this issue was  
17 called to my attention we held a hearing. We  
18 went forward and we will not accept anything  
19 before us with the designation of East Garden  
20 City. We only recognize Uniondale.

21 We forwarded that resolution to  
22 Congresswoman Rice's office so that she could  
23 give it to the postal service so the postal  
24 substation in Stewart Avenue was correctly  
25 called Uniondale not East Garden City.



1 Full Leg - 8-6-18

2 On a regular basis at the planning  
3 commission I do a lot of good work on behalf  
4 of the citizens of Nassau County protecting  
5 their neighborhoods. Where there is  
6 development and there is going to be  
7 development I make sure the developers respect  
8 their neighbors. I make sure they put in  
9 proper foliage. That they put in trees. That  
10 they irrigate those trees so that they live.  
11 I have a good, respectful rapport from the  
12 legal community that appears before us.

13 On many occasions I overstepped my  
14 boundaries as chairman or member of the  
15 commission with respect to asking them to do  
16 things they're not legally obligated to do.  
17 And I'm very pleased to tell you and why I  
18 would like to continue to work on the planning  
19 commission and put forward my 37 years of  
20 zoning and land use starting when I started in  
21 Rockville Centre on the planning board and  
22 then chaired the zoning board for 16 years and  
23 was a village trustee, that I care about  
24 people and I care about the neighborhoods. I  
25 visit the neighborhoods. I talk to the

1 Full Leg - 8-6-18

2 people. And if there is a problem and  
3 question I'm a problem solver.

4 The attorneys work with me and the  
5 attorneys respond and give more back in the  
6 project. Even when their client is sitting  
7 here and we are in this auditorium and the  
8 client is protesting having to spend money the  
9 attorney tells him we're going to do it, we're  
10 going to make the community happy.

11 So, for that reason alone I ask to  
12 continue my work and move on beyond just one  
13 letter which was poorly phrased.

14 LEGISLATOR ABRAHAMS: I  
15 understand your need for to us move on. I  
16 know I brought up Mr. Camerlengo in this  
17 debate, discussion. This is not like I'm  
18 giving a pass to the previous previous  
19 administration either. I think Nassau County  
20 residents, whether it's Republican or Democrat  
21 alike, are upset when they read about family  
22 or friends connection in this body or things  
23 that happened because of those family and  
24 friend connections. I kind of disagree with  
25 part of what you said. I think that's a very

1 Full Leg - 8-6-18

2 important issue. I think that's a necessary  
3 issue. I think it's important that this  
4 legislative body debate and discuss it and  
5 that information is disclosed to us. Which in  
6 these cases it was not.

7 That being said, I have grave  
8 concern about putting something in writing and  
9 then on top of it cc'ing it to Mr. LaRocca  
10 almost to insinuate that Kevan Abrahams and  
11 whoever else was there knew that there were  
12 family and friend connections. There was an  
13 agenda that was there. The act is very  
14 clear. Granted, I know you're telling me you  
15 didn't write this letter, you're telling me  
16 other members of the planning commission  
17 helped in writing this joint letter. But the  
18 only signature I see on it is yours. So from  
19 that standpoint you have to accept some  
20 responsibility.

21 But then it would be one thing to  
22 take that position and stand by it and say  
23 yes, there were some family and friends and  
24 you have to explain that before us today what  
25 you meant. But now it sounds like to me

1 Full Leg - 8-6-18

2 you're saying that there weren't any family  
3 and friends. Which to me is even more  
4 reckless because you allowed this to go out to  
5 the press. You wrote a letter that copied  
6 Mr. LaRocca which part of it is fabricated.  
7 It sounds like to me now, if I understand you  
8 correctly, there were no family, there no  
9 friend connections when the planning  
10 commission considered anything from two  
11 administrations ago. That's what you're  
12 saying to me now. Which is a complete  
13 contradiction of this line.

14 Then on top of that, you are asking  
15 this legislative body to affirm you with ten  
16 votes. Do you see why this legislative body,  
17 which I don't know what the majority decides  
18 to do, but this legislative body has a grave  
19 concern because that's the same contradiction  
20 we're fighting when we see administrations  
21 that put up family and friends that are using  
22 EBA funds. It's part of the problem. It's  
23 the larger issue in this county.

24 From that standpoint, look, Jeff,  
25 you and I have known each other for quite some

1 Full Leg - 8-6-18

2 time. But I have to tell you this is a  
3 tremendous concern to see this contradiction  
4 not just in the letters but it's unfolding  
5 right now on the floor.

6 MR. GREENFIELD: I was rather  
7 shocked and concerned when I read that series  
8 of articles and the articles that the fact  
9 pattern that the reporter developed that there  
10 were in fact some, some real relationships  
11 that were benefitted by the acquisition.

12 But one other thing I can tell you  
13 that I initiated on the funding front, for the  
14 open space funding, myself, other members of  
15 the planning commission wrote to your  
16 legislative body that two percent of every  
17 sale of property and transfer of properties in  
18 the County of Nassau should go to rejuvenate  
19 the Open Space Fund. I'm very happy that the  
20 legislature agreed with us, because we don't  
21 have any jurisdiction, and embraced that and  
22 in fact passed that necessary legislation.  
23 And now, whenever the county sells surplus  
24 property, and there's still stuff being sold  
25 out there and that we are approving and

1 Full Leg - 8-6-18

2 recommending to you as a legislature for  
3 consideration, this two percent money is going  
4 back into the open space for future purchase  
5 or funding or for good work to be done within  
6 the county.

7 The fact of the matter is that  
8 there will be future acquisitions or future  
9 need to spend money on open space and this  
10 money will be there because of our action as a  
11 legislature. As a planning commission.

12 LEGISLATOR ABRAHAMS: I have  
13 nothing further.

14 LEGISLATOR NICOLELLO: Before I  
15 turn it over to Legislator Ford I have a  
16 question. You used the term friends and  
17 family in the letter, which is apparently in  
18 2014. These Environmental Bond Act purchases  
19 from 2006 to 2008 Environmental Bond Acts were  
20 made by and large before that. There might  
21 have been a little money left. Were you aware  
22 of any friends and family connections when  
23 they were coming to the planning commission?

24 MR. GREENFIELD: No, sir.

25 LEGISLATOR NICOLELLO: Were you

1 Full Leg - 8-6-18

2 aware of any relationships that benefitted  
3 from acquisitions? I think that's a term you  
4 used. Every one of these came through the  
5 planning commission and every one went through  
6 OSPAC?

7 MR. GREENFIELD: We didn't  
8 initiate it it just passed through the  
9 planning commission.

10 LEGISLATOR NICOLELLO: There was  
11 a committee set up and recommendations?

12 MR. GREENFIELD: We passed on  
13 their recommendations and we passed it forward  
14 to the legislature.

15 LEGISLATOR NICOLELLO: But my  
16 question is, when you were doing your official  
17 acts and passing them through the planning  
18 commission were you aware of these political  
19 connections, family and friends, whatever you  
20 want to call them?

21 MR. GREENFIELD: Not until I read  
22 it in the Newsday stories.

23 LEGISLATOR ABRAHAMS: Presiding  
24 Officer. Jeff, you put it in this letter from  
25 2014.

1 Full Leg - 8-6-18

2 LEGISLATOR KOPEL: He must have  
3 become aware of it at some point in between.

4 LEGISLATOR ABRAHAMS: Some point  
5 between where?

6 LEGISLATOR KOPEL: Some point  
7 between 2006 and 2014 somebody may have  
8 mentioned it to him. If you ask anyone here,  
9 maybe you're better than I am at this, Kevan,  
10 but if you ask me something when I found out  
11 something that happened seven or eight years  
12 ago I probably won't remember. I may remember  
13 that I found out at some point. But I may not  
14 remember who told me or what happened. As a  
15 matter of fact, if he was enjoined through a  
16 collaborative effort of that letter of a  
17 number of people it may very well have been  
18 somebody else put that point in there and said  
19 that I heard about it. It's very hard --

20 LEGISLATOR ABRAHAMS: In  
21 fairness, Howard, that should have been  
22 implied in the letter.

23 LEGISLATOR KOPEL: He already  
24 said this might have been a poor choice of  
25 words.



1 Full Leg - 8-6-18

2 LEGISLATOR ABRAHAMS: This letter  
3 clearly implies you may recall you voted for  
4 land acquisitions during the prior  
5 administration by friends and family. That  
6 implies that I knew there were friends and  
7 family.

8 LEGISLATOR KOPEL: And he signed  
9 it as chairman but somebody else may have  
10 written it.

11 LEGISLATOR ABRAHAMS: Do you  
12 always sign letters that someone else writes  
13 for you?

14 LEGISLATOR KOPEL: I am a lawyer  
15 of more years than I can count. I'm pretty  
16 darn careful with that kind of stuff. I don't  
17 let practically anyone sign anything for me.  
18 But that's not the typical case for most  
19 people.

20 LEGISLATOR NICOLELLO: Legislator  
21 Ford.

22 LEGISLATOR FORD: Good afternoon  
23 Jeff. Thank you very much for being here. I  
24 have had the opportunity to actually come  
25 before your planning commission over the years

1 Full Leg - 8-6-18

2 on various items to sit and listen, and I have  
3 to say that you ran those meetings very well.  
4 You were always very fair and knowledgeable  
5 and very considerate of the people that were  
6 in the audience. Especially when there were  
7 issues dealing with homeowners who had  
8 questions. And if they weren't certain they  
9 wanted this to pass or whatever you always  
10 tabled the item so that more information and  
11 somebody can feel more comfortable moving  
12 along.

13 I have to say one thing that you  
14 are a man of great character to recognize and  
15 apologize for any mistakes that you have  
16 made. Especially here in a public forum.

17 As a comment obviously that has  
18 incensed Legislator Abrahams that basically  
19 has been made I guess would apply to all of us  
20 that are sitting here that were on the  
21 legislature during the Environmental Bond  
22 Act. It would be myself, Legislator Nicolello  
23 and Legislator Muscarella. I can speak for  
24 myself that I don't take any issue with what  
25 you had to say. I do take into consideration

1 Full Leg - 8-6-18

2 the fact that you have indicated during this  
3 time you were going through a very emotionally  
4 draining experience dealing with your mother.

5 Sometimes we may think something in  
6 our head or we may write something -- I don't  
7 even know if you actually wrote that -- as you  
8 said you collaborated on that letter with  
9 other people on the planning commission, it  
10 may have been an issue or something that  
11 somebody else may have put in the letter you  
12 just signed on for it.

13 So I do have confidence in you in  
14 that you are willing to say that maybe it  
15 should never have been put in that letter.  
16 But now that we look at this article, we  
17 realize that there were some connections  
18 between friends and family and people who got  
19 properties that they were able to sell to the  
20 county and get millions of dollars for it.

21 I always, during this whole  
22 process, I always felt and I still believe to  
23 this day and after reading this article I  
24 seethed over it because it brought me back to  
25 the days during the Environmental Bond Act.

1 Full Leg - 8-6-18

2 And while it was a very important issue that  
3 we tackled, we able to preserve open space,  
4 make a lot of improvements in the county. But  
5 I always felt it was unfair that the majority  
6 of the money buying open space and preserving  
7 land went to the residents in the North  
8 Shore. Very little in my mind went to the  
9 residents of the South Shore.

10 To add injury to insult in regard  
11 to this, is that when we were promised when we  
12 purchased these acres for tens of millions of  
13 dollars that it would be open to all the  
14 residents of Nassau County and every effort  
15 would be made so that people in the South  
16 Shore would be able to see what it's like to  
17 walk through the forest area, to be able to go  
18 and maybe fish on the north shore. To be able  
19 to enjoy the same amenities that those  
20 residents have. And to find out that those  
21 people took that money and then when  
22 Legislator Belesi went up to take a walk to  
23 see what we purchased, was actually threatened  
24 with arrest because he was on county property  
25 and the woman who sold the property to the

1 Full Leg - 8-6-18

2 county took exception over the fact that he  
3 was on that land because technically it still  
4 belonged to her.

5 Even for us, we were in the  
6 minority at that time, all right, and we did  
7 not stop the bonds from going through because  
8 Peter Schmitt felt that it was important, that  
9 we needed to preserve open space and we  
10 believed in the whole intent of the  
11 environmental bond. But we were in the  
12 minority. And even the issues that we raised  
13 with some of the properties that we felt were  
14 going to be purchased, in some of the ways  
15 they were handling some of this and trying to  
16 get information as to who was selling the  
17 property, where were the properties, our  
18 argument and our concerns were never even  
19 considered at that time.

20 So, when we look at this I have to  
21 say, Jeff, I do have confidence and I thank  
22 you for being here. And I think that we  
23 realize the need for disclosure and that's why  
24 we have it in our contract approvals now, why  
25 we are pushing for an inspector general. Why

1 Full Leg - 8-6-18

2 you initiated it through the planning  
3 commission. I think we all can say mistakes  
4 may have been made in the past but it's what  
5 you do with the future and how you handle the  
6 present. We all can say that, you know what,  
7 maybe you shouldn't have made that comment.  
8 You said it. So what? It has nothing to do  
9 with what's happening today. Let's move  
10 forward. I think you've done a damn good job  
11 as commissioner of the planning commission and  
12 I look forward to you serving on the planning  
13 commission. I think we are in good hands with  
14 you. Thank you.

15 MR. GREENFIELD: Thank you very  
16 much Legislators Ford.

17 LEGISLATOR NICOLELLO: Any other  
18 comments or questions? All right. I do have  
19 one public slip. Former Legislator Toback.

20 MR. TOBACK: Good afternoon.  
21 Jeff Toback, Long Beach. I want to first  
22 thank my former Legislator Howard Kopel and my  
23 current Legislator Denise Ford and Presiding  
24 Officer for the hospitality they showed me  
25 earlier today. It's really, Rich, reading the

1 Full Leg - 8-6-18

2 story, it was a familiar story and I know the  
3 legislature and the county are in good hands  
4 under your stewardship. We are lucky to have  
5 you, as we are lucky to have someone who has  
6 the experience and integrity and institutional  
7 knowledge and the chutzpah of my friend Jeff  
8 Greenfield on our planning commission. I have  
9 nothing but respect for Mr. Blankman -- I'm  
10 dating myself -- and Mr. D'Agostino who ran  
11 the planning commission back in the '50s,  
12 '60s, '70s, '80s and the '90s.

13 The planning commission, as far as  
14 I can tell, never has been more open, never  
15 been more user friendly. Never been more  
16 transparent. No one that I have spoken to  
17 over the last 15 years, lawyers or people who  
18 came told me they didn't get a fair shake.  
19 They might not always get what they want not  
20 but everyone tells me they got a fair shake  
21 and that's in large part to the work Jeff has  
22 done. I think the county will be well served  
23 if he continues on there.

24 With regard to whose appointment is  
25 this, I'm reading number 16. It's a

1                   Full Leg - 8-6-18  
2    resolution to confirm the county executive's  
3    reappointment of Mr. Greenfield. I don't know  
4    why that became an issue, but the county  
5    executive appoints and the legislature  
6    confirms. And I trust that you will confirm  
7    when we first confirmed him back when we were  
8    all younger. It was a 19-0 vote. If it's not  
9    going to be a 19-0 vote today, and it  
10   apparently can't, I think back to the late  
11   great Peter Schmitt whose my favorite line of  
12   his was "Ms. Jacobs, I can count."

13                   So I am counting on the members of  
14   the legislature to find ten votes to confirm  
15   the reappointment and the county will be well  
16   served for that. Thank you for listening.

17                   Legislator Kopel, one thing you and  
18   I share in common. There's only one  
19   legislative district that has only had a  
20   member in the majority and that's our  
21   legislative district. Legislator Blakeman was  
22   in the majority, then me, then you. That  
23   shows the people in the 7th, notwithstanding  
24   people in the 4th are very smart but the  
25   people in the 7th really control everything



1 Full Leg - 8-6-18

2 that goes on in the county. They are being  
3 well served by you.

4 LEGISLATOR KOPEL: Jeff, I just  
5 want to say that as my predecessor and we've  
6 got some history going back and you've always  
7 been extremely gracious and kind and willing  
8 to help. I've always appreciated you.

9 MR. TOBACK: That's how Bruce  
10 taught me how to do it. That came from him to  
11 me to you.

12 LEGISLATOR NICOLELLO: Thank you  
13 Jeff. Any other public comment?

14 MS. MEREDAY: I'm hoping that  
15 everyone will be equally as gracious in that  
16 the timekeeping will keep just going on as the  
17 previous speaker. I guess you have to be a  
18 former legislator to get those kinds of  
19 courtesies. And those of you who say I need  
20 to run for an office, trust me, I won't be. I  
21 want to get that part straight.

22 I actually think that  
23 Mr. Greenfield should be reconfirmed for the  
24 position, but I also fully appreciate what the  
25 minority leader's concern was with regard to

1 Full Leg - 8-6-18

2 that situation. But again, as Legislator  
3 Denise Ford said, we all do make mistakes. I  
4 find it amazing that this body would say to  
5 the point that there's certain things that  
6 happened that we're dealing a little  
7 differently because of votes that were made in  
8 the past that were made by this body, and some  
9 of you were sitting on that body when it  
10 happened. We need to move forward and not  
11 always kind of bury someone when they make a  
12 mistake because we all do that.

13 Having said that, points that were  
14 brought up about the South Shore being left  
15 out of the funding, I for one was one of those  
16 that brought up those issues that went on deaf  
17 ears. Hopefully as we are moving forward we  
18 can start to revisit that. As I said earlier  
19 with regard to the Kellogg House in Baldwin,  
20 that was one of those issues that was kind of  
21 passed through when everyone wanted to make  
22 nice with the incoming county executive in  
23 December when what we call a bargain basement  
24 sale when everyone gets a positive vote at the  
25 end of the year. Now we are in the middle of

1 Full Leg - 8-6-18

2 2018 and now we are still waiting for the  
3 funding for those projects. So again,  
4 hopefully we can move forward with that.

5 We also in the community look  
6 forward to working with Mr. Greenfield. We  
7 appreciate the statements that he made  
8 definitely with regard to, as I say, my  
9 colleague in the struggle, Pearl Jacobs, and  
10 the Nostrand Gardens group with his statements  
11 with regard to Uniondale because they continue  
12 to be disadvantaged and they do have a strong  
13 advocate in the two that support that region,  
14 Minority Leader Kevan Abrahams, as well as  
15 Siela Bynoe.

16 Let me just repeat it because you  
17 know me, I like to use up my time and I'm sure  
18 I'll get called out when the clock is over, I  
19 do support the reappointment of  
20 Mr. Greenfield. We look forward to working  
21 with him. We are hoping that we can look into  
22 a redistribution of funds so that the South  
23 Shore gets access to the resources as well as  
24 gets the ability to utilize the resources that  
25 apparently we are paying for on the north

1 Full Leg - 8-6-18

2 shore and all can move forward and work  
3 together collectively and collaboratively.

4 And my last point has to do with  
5 that inspector general. I for one was  
6 standing up here speaking out on getting it  
7 and it's always whoever's in power gets what's  
8 in their favor. So you decided at the end of  
9 the year to have one. Let's finalize it and  
10 get one in here and get some stuff done.  
11 Thank you.

12 LEGISLATOR NICOLELLO: Thank  
13 you. Any other public comment? Mr. Budnick.

14 MR. BUDNICK: I think this man,  
15 who has worked so long, so hard and tried to  
16 do the best he could, and I think I am amazed  
17 and I recommend him to you because he's a man  
18 who takes responsibility even if he's made a  
19 mistake. And I know because I visited many  
20 times the planning commission. That they try  
21 to do everything they can to bend over to get  
22 information about what decisions they make.

23 I would also note for the record  
24 that I have some reservations on the question  
25 of what is Uniondale. I would note, for

1 Full Leg - 8-6-18

2 example, the Mitchell Field area, to extend as  
3 far west as Oak Street up to the where the  
4 Trigent facility is now, all that for the  
5 period 1917, when it was known as Hazel Hearst  
6 field number two, and as far east as Merrick  
7 Avenue, that was all known as Hempstead. That  
8 was the post office for it. The reason I know  
9 that is because that's on my birth certificate  
10 from having been born at Mitchell Field First  
11 US Air Force base hospital.

12 All of the historical records that  
13 I have viewed both in Hempstead Town Hall and  
14 at the Hofstra University Center and all other  
15 locations have indicated a myriad of names of  
16 various places in that area. That really  
17 needs to be carefully gone through by  
18 historians to find out what it was before we  
19 change what it is.

20 And also somebody needs to consider  
21 the implications, particularly to the  
22 residents that are there now and the large  
23 number of commercial facilities, US Marine  
24 Corp. First District Headquarters and many  
25 other things that are listed as Garden City

1 Full Leg - 8-6-18

2 and have been listed that way, at least as far  
3 as I can find out, back to World War Two.

4 That's all I can say about that.

5 Except I don't think we currently  
6 have a really active county historian and I  
7 think that there is a problem in the parks  
8 department because they don't have the  
9 facility to take care of and govern the open  
10 space areas that we currently have and to make  
11 sure that they're open to everybody.

12 I want to commend everybody, Steve  
13 Rhoads for his actions to help the county  
14 acquire open space property in the South Shore  
15 area around Wantagh. I visited it many times  
16 and I highly recommend it and I highly  
17 recommend him. Thank you.

18 LEGISLATOR NICOLELLO: Thank  
19 you. Any other public comment?

20 MS. MITCHELL: Rena Mitchell  
21 Roosevelt, New York. Kevan Abrahams is my  
22 legislator. This is my first time actually  
23 coming to the legislature and spending the  
24 afternoon with you. I want to say thank you  
25 to my legislator for being transparent and

1 Full Leg - 8-6-18

2 bringing forth some of the challenges and  
3 realities of being a Nassau County resident.

4 Mr. Greenfield is human and makes  
5 mistakes, and I'm glad to see not only that I  
6 am represented by this body, that there are  
7 changes that are going to occur in Nassau  
8 County. And the way it was handled today,  
9 please do not stop. Mr. Greenfield's faux pas  
10 was clearly laid out on the table as everyone  
11 else's. I think going forward if we continue  
12 this type of dialogue, this type of reality, I  
13 think Nassau County can be great, absolutely  
14 great. And I do appreciate sitting here and  
15 spending the afternoon with you. I thank my  
16 legislator for his diligence in vetting a  
17 candidate. Which you don't really see very  
18 much. Pretty much people pass through. So  
19 thank you.

20 LEGISLATOR NICOLELLO: Thank you  
21 very much. We're happy you're spending the  
22 afternoon with us also. Any other public  
23 comment? Hearing none, I will call for a  
24 vote. All in favor of the item signify by  
25 saying aye. Those opposed? Eight votes in

1 Full Leg - 8-6-18

2 the minority. It passes by a vote of 11 to  
3 eight. Congratulations Mr. Greenfield.

4 MR. GREENFIELD: Thank you all.  
5 I look forward to my continued service to the  
6 people of Nassau County and I know this  
7 process today will make me a better  
8 commissioner in the future. Thank you very  
9 much.

10 LEGISLATOR NICOLELLO: Go to item  
11 one, which is a proposed local law to amend  
12 the Nassau County Administrative Code to  
13 require the notification by mail to all  
14 resident county property owners of the  
15 tentative assessed value of owned property.

16 Moved by Legislator Bynoe.  
17 Seconded by Legislator Rhoads. This requires  
18 an amendment. The amendment will do two  
19 things, decrease the amount of time for the  
20 Department of Assessment to mail the notice of  
21 tentative assessed value from 45 days to 30  
22 days from the completion of the tentative  
23 assessed roll. And it will remove a reference  
24 to a specific level of assessment. The  
25 legislature will now refer only to the current



1 Full Leg - 8-6-18

2 level of assessment.

3 A motion to amend by Legislator  
4 Rhoads. Seconded by Legislator Lafazan. All  
5 in favor of the amendment signify by saying  
6 aye. Those opposed? The item is amended.  
7 Any questions on the item as amended? Any  
8 public comment? Hearing none, all in favor of  
9 the amended item signify by saying aye. Those  
10 opposed? Carries unanimously.

11 Item number 3 an ordinance making  
12 certain determinations pursuant to SEQRA in  
13 authorizing the county executive to accept on  
14 behalf of Nassau County an offer of purchase  
15 from Rafael Maldonado and Jamie Maldonado of  
16 certain premises located in the city of Glen  
17 Cove.

18 That will be moved by Legislator  
19 Drucker. Seconded by Legislator Schaefer.  
20 That's before us. This was pulled out of the  
21 consent calendar so somebody probably has a  
22 question? Maybe not. Any discussion or  
23 debate? Hearing no further discussion among  
24 the legislators, is there any public comment?  
25 Hearing none, I'm going to call for a vote.

1 Full Leg - 8-6-18

2 All those in favor signify by saying aye.

3 Those opposed? Those abstaining? Passes by a  
4 vote of 18 for and one abstention.

5 Next item is 9 Ordinance 135. It's  
6 an ordinance supplemental to the annual  
7 appropriation ordinance and to authorize a  
8 transfer of appropriations heretofore made  
9 within the budget for the year 2018.

10 Moved by Legislator Ferretti.

11 Seconded by Legislator Mule. Legislator Bynoe  
12 has recused herself. Left the chambers. She  
13 is not participating in any debate, discussion  
14 or vote on this item. Any discussion among  
15 the legislators? Any public comment? Hearing  
16 none, all in favor signify by saying aye.

17 Those opposed? Carries unanimously. Invite  
18 Siela back in.

19 Skipping to the next item, which  
20 will be item 27, a resolution to increase  
21 awareness of Nassau County 24-7 behavioral  
22 health help line.

23 Moved by Legislator Schaefer.

24 Seconded by Legislator Birnbaum. That  
25 requires an amendment also which adds the

1 Full Leg - 8-6-18

2 Nassau County Substance Abuse Hotline and  
3 Smart Phone App created to assist individuals  
4 in need of substance abuse to the signage  
5 requirements set forth in this legislation.

6 Amendment is moved by Legislator  
7 Schaefer. Seconded by Legislator Birnbaum.  
8 Any discussion on the amendment? All in favor  
9 signify by saying aye. Those opposed? The  
10 item is amended. Any discussion on the item  
11 as amended? Any public comment? We have a  
12 gentleman to the left and then Mr. Budnick.

13 MR. BUDNICK: Thank you Chairman  
14 Nicoletto. My name is a John Budnick. I want  
15 to commend the various members of the  
16 legislature who have been involved in this and  
17 are creating a hopefully new and better day  
18 for the hundreds, perhaps thousands of mostly  
19 young people in this county who are suffering  
20 from the effects of drug abuse and very often  
21 don't know where to turn. We need to  
22 publicize this in every school that has  
23 anybody in it over about fifth grade, I must  
24 sadly commend to you, and every other public  
25 location that it is physically feasible to do

1 Full Leg - 8-6-18

2 so.

3 We must make sure that the county  
4 maintains enough and sufficient quality of  
5 people to do this and provide the assistance  
6 that people who are in deathly crisis need to  
7 help them. I can't say enough about this  
8 action and commend you all. And thank you  
9 very much.

10 And one other thing I must ask in  
11 this area is that somebody please look into  
12 the fact that a large number of years we used  
13 to have an inpatient facility called the  
14 Honorable Michael N. Petitto Memorial Topic  
15 House. Somehow that terminated about 2008 or  
16 so when they were evicted from the facility  
17 over in Plainview. There is a crying need for  
18 a facility like that somewhere in the  
19 immediate Nassau County area for the many,  
20 many young people who suffer from these  
21 problems. Many of them suffer silently and  
22 many of them do not live to be able to have  
23 their voices heard. So, we must do something  
24 to help them all and their families. Thank  
25 you and thank you for putting up with me.

1 Full Leg - 8-6-18

2 LEGISLATOR NICOLELLO: Thank you  
3 John. Any other public comment?

4 MS. MEREDAY: Yes. I'm always in  
5 favor of something that's going to increase  
6 awareness, but more importantly when someone  
7 is on the other end of that help line and they  
8 also need the resources and location. The  
9 problems that we're having with regard to  
10 substance abuses, which includes, which most  
11 people don't want to identify is alcoholism,  
12 where do they go? And we have senior  
13 citizens, we have veterans that are in crisis  
14 that are experiencing these same challenges  
15 and issues and again we do not have the  
16 locations, the facilities for them to have a  
17 place to go. For them to be picked up.

18 We are again expecting the police  
19 officers, we're saying okay, well, we're  
20 giving law enforcement additional funds you  
21 fix it and we feel we can go into our homes  
22 and lock our doors and start looking at  
23 Netflix and whatever. It requires an all out  
24 effort. The funding starts with you. It  
25 stops at you to make it happen but it starts

1 Full Leg - 8-6-18

2 with the taxpayers. Those of us who are  
3 fighting the zombie homes. And we're talking  
4 about all this funding and resources and let's  
5 do this with the housing and zoning.

6 But, again, when the rubber is not  
7 hitting the road after they make that phone  
8 call we still have not fully addressed the  
9 problem. Let's not wait until we get another  
10 expose in Newsday because it does seem to be  
11 government that's operated by a Newsday expose  
12 or an editorial. Why should it be that way?  
13 You are the ones who are supposed to have the  
14 answers and the information because you are  
15 taxing us to get the resources to make these  
16 thing happen.

17 So I'm in support of the awareness  
18 but let's look at what we're doing that  
19 actionable, that we can actually make a  
20 difference and let's start focusing as well on  
21 education and prevention. Not just reaction  
22 and trying to plug in the many holes that are  
23 being created.

24 And finally, let us not forget our  
25 senior citizen who cannot afford the

1 Full Leg - 8-6-18

2 medication that other people seem to be  
3 getting by illegal means and they are  
4 suffering in silence. And our veterans  
5 continue to be the largest constituency  
6 committing suicide in this county and in this  
7 country. So let's start doing something a  
8 little different, because I think we are going  
9 to what? our third administrator at the  
10 Northport VA and it's still a diseased  
11 facility. We still have veterans who have  
12 been displaced from the housing shelter that  
13 they were in on that facility because it was  
14 toxic. Let's focus on that. Because our  
15 Nassau County Veteran's Service Agency, which  
16 is doing a great job, is doing so under very  
17 limited resources. Let's try to fix the  
18 problems before they become epidemic. Thank  
19 you.

20 LEGISLATOR NICOLELLO: Thank  
21 you. Hearing no other public comment, all in  
22 favor signify by saying aye. Those opposed?  
23 Carries unanimously.

24 28 is resolution 130 to authorize  
25 the county of Nassau to file an application

1 Full Leg - 8-6-18

2 for federal assistance with the US Department  
3 of Housing and Urban Development.

4 Moved by Legislator Walker.

5 Seconded by Legislator Mule. That's before  
6 us. Mr. Crean.

7 MR. CREAN: Kevin Crean, director  
8 of community development for the Nassau County  
9 Office of Housing and Community Development.  
10 The item before you, as Legislator Nicoletto  
11 indicated, is the annual action plan for  
12 funding. It's an application to the US  
13 Department of Housing and Urban Development  
14 for funding under three HUD programs, the  
15 Community Development Block Grant Program, the  
16 Home Investment Partnership Program and the  
17 Emergency Solutions Grants Program. In total  
18 their allocation is about \$17.9 million. Any  
19 questions I will be happy to answer them.

20 LEGISLATOR NICOLELLO: Legislator  
21 Bynoe.

22 LEGISLATOR BYNOE: Thank you  
23 Presiding Officer. Good afternoon Mr. Crean.  
24 I'd first like to thank you and the  
25 administration for hearing the concerns of



1 Full Leg - 8-6-18

2 this body and holding off presenting for the  
3 final approval from this body until all the  
4 public comments were received and reviewed by  
5 your department.

6 I just want to kind of state that I  
7 took a look through the plan which included  
8 comments that came in during that period. One  
9 of them was relative to litigation that's  
10 pending. So, since the county's currently  
11 subject to this fair housing lawsuit, I want  
12 to note that the comments that they submitted  
13 were really of a legal nature. And while  
14 there is a matter of concern to me and also  
15 for my members of the caucus here, I'm going  
16 to withhold any comments on it.

17 I want to be clear though that we  
18 are going to monitor the situation and we want  
19 to make sure it's resolved. But I just wanted  
20 to let you know I didn't want to have any  
21 negative effect on the litigation and I won't  
22 make any comments today.

23 But thank you very much for  
24 allowing the process to play out so that the  
25 comments are received and were able to look at

1 Full Leg - 8-6-18

2 it before we render our final approval.

3 MR. CREAN: Thank you for your  
4 input.

5 LEGISLATOR NICOLELLO: Any other  
6 comments? Any public comment? Hearing none,  
7 all in favor signify by saying aye. Those  
8 opposed? Carries unanimously. Thank you  
9 Kevin.

10 We have one emergency which is  
11 clerk item 465. Going to ask the clerk, Mike,  
12 to read the emergency resolution.

13 MR. PULITZER: Thank you  
14 Mr. Nicolello. An emergency resolution  
15 declaring an emergency for immediate action  
16 upon a resolution authorizing the County of  
17 Nassau to participate in a federal aid  
18 transportation project providing for Bayville  
19 Bridge rehabilitation and authorizing the  
20 county executive of the county of Nassau to  
21 execute the agreement on behalf of the county  
22 with the New York State Department of  
23 Transportation for the advancement of said  
24 federal aid transportation projects in Nassau  
25 County, New York.

1 Full Leg - 8-6-18

2 LEGISLATOR NICOLELLO: We need a  
3 motion. Motion by Legislator  
4 DeRiggi-Whitton. Seconded by Legislator  
5 Kennedy. I guess we need a vote on the  
6 emergency resolution. All in favor of the  
7 emergency resolution signify by saying aye.  
8 Those opposed? The emergency is established.  
9 Now we need the item to be read.

10 MR. PULITZER: Thank you. Clerk  
11 item 465-18 a resolution authorizing the  
12 county of Nassau to participate in a federal  
13 aid transportation project providing for  
14 Bayville Bridge rehabilitation and authorizing  
15 the county executive of the county of Nassau  
16 to execute the agreement on behalf of the  
17 county with the New York State Department of  
18 Transportation for the advancement of said  
19 federal aid transportation projects in Nassau  
20 County, New York.

21 LEGISLATOR NICOLELLO: Again,  
22 that's moved by Legislator DeRiggi-Whitton and  
23 seconded by Legislator Kennedy.

24 MR. SALLIE: Good afternoon.  
25 Sean Sallie, deputy commissioner Nassau County

1 Full Leg - 8-6-18

2 Department of Public Works. I'm here to speak  
3 on item 465. As was mentioned, this is  
4 federal aid master agreement between the  
5 County of Nassau and New York State DOT for  
6 the construction funding to repair the  
7 Bayville Bridge. This is the master agreement  
8 that essentially sets up the funding apparatus  
9 for the county to receive reimbursement for  
10 the construction phase of the Bayville  
11 Bridge.

12 Just to point out that the county  
13 is conducting the design phase now using  
14 in-house or capital dollars. The state  
15 transportation improvement program includes  
16 this project in fiscal year 2018. The state  
17 has indicated to the county that the master  
18 agreement needs to be executed and finalized  
19 in advance of the August 31st deadline in  
20 order to maintain the funding stream.

21 LEGISLATOR NICOLELLO: Thank  
22 you. That was going to be my question as to  
23 what the emergency nature of this is and you  
24 established that. Any questions? Legislator  
25 Lafazan.

1 Full Leg - 8-6-18

2 LEGISLATOR LAFAZAN: Less of a  
3 question more of a thank you. This is massive  
4 for my constituents. We had a six hour  
5 breakdown at the bridge July 4th weekend.  
6 10,000 cars traverse West Shore Road and you  
7 can see the bridge is a life line into  
8 Bayville. I wanted to thank your department.  
9 Commissioner Arnold came and sat in the hot  
10 auditorium three weeks ago and took some  
11 intense questions. So thank you.

12 And a special thank you to Mike  
13 Santeramo who took my call a little past  
14 midnight and I think he blocked my number.  
15 Thank you for always getting me the answers  
16 when I needed them. I appreciate that. I  
17 urge a yes vote. This is an emergency for my  
18 constituents. But I urge DPW to do everything  
19 they can to expedite this process. Five years  
20 of delays and closures on West Shore Road has  
21 heard commuters, boaters businesses and we  
22 need to get this thing fixed. Thank you.

23 LEGISLATOR NICOLELLO: Any other  
24 discussion? Any public comment?

25 MS. MEREDAY: My regular question

1 Full Leg - 8-6-18

2 and I'm always hoping that someone else asks  
3 the question. I'm always asking for the  
4 record there is some kind of recognition,  
5 designation, or at least a statement that the  
6 county in terms of its projects and  
7 procurement is going to make sure that it  
8 exercises all efforts to have inclusion as it  
9 pertains to service disabled, veteran owned,  
10 women and minority firms in the process from  
11 start to finish.

12 This is 2018 at this point. I  
13 should not be the one. I'm not the elected  
14 representative. I am not the designee  
15 addressing this issue. Considering the fact  
16 that Long Island has the largest veteran  
17 population in New York State and the northeast  
18 corridor. I don't want to continue to have to  
19 take the time to stand here to feel like I'm  
20 talking to a sea of crickets or those just  
21 waiting for the opportunity to leave the room  
22 and go into the back to do whatever you need  
23 to do. I don't know what it is going to  
24 take. It seems like it has to be some kind of  
25 emergency or tragedy to get people to step up

1 Full Leg - 8-6-18

2 and speak up.

3 Not to mention lawsuits. I see in  
4 this calendar the number of lawsuits against  
5 the county. Why do we have to keep paying out  
6 that way? Why don't we pay it forward and do  
7 what is right for our returning veterans to  
8 not only try to give them a substandard job  
9 because they still can't afford to pay for  
10 housing since we have the second highest taxes  
11 in the country. Why aren't we looking at  
12 contracting opportunities so that we can build  
13 up their resources, their resiliency? so that  
14 they can hire other veterans. Since 85  
15 percent of veterans prefer to work with  
16 another veterans.

17 If you only have less than ten  
18 percent of veteran businesses that have the  
19 capacity to hire another veteran we wonder why  
20 their unemployment is so high. We wonder why  
21 their dependency on drugs is so high. We  
22 wonder but we don't do anything to make a  
23 difference. What will it take to make a  
24 difference?

25 Again, no one has to respond

1 Full Leg - 8-6-18

2 because the silence has been deafening for so  
3 long at this point. But somebody has to keep  
4 making the statement. Like the great civil  
5 rights advocate, the late Dick Gregory, who I  
6 had the opportunity to meet with and break  
7 bread with he said his reason for being an  
8 agitator is because look at it this way. Take  
9 the agitator out of your washing machine and  
10 all you end up with is dirty, wet clothes.  
11 Thank you.

12 LEGISLATOR NICOLELLO: Is there  
13 any other public comment? Hearing none, all  
14 in favor signify by saying aye. Those  
15 opposed? Carries unanimously.

16 We need a motion to adjourn.  
17 Legislator Muscarella. Seconded by Legislator  
18 DeRiggi-Whitton. All in favor of adjourning  
19 signify by saying aye. Those opposed?  
20 Carries unanimously. We have Rules Committee  
21 in five minutes.

22 (TIME NOTED: 3:50 P.M.)

23

24

25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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 13th day of  
August 2018

-----  
FRANK GRAY

1

2

3

4

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 August 6, 2018

23 4:09 P.M.

24

25

1

2     A P P E A R A N C E S:

3

4     LEGISLATOR RICHARD NICOLELLO

5                     Chair

6

7     LEGISLATOR HOWARD KOPEL

8                     Vice Chair

9

10    LEGISLATOR STEVEN RHOADS

11

12    LEGISLATOR LAURA SCHAEFER

13

14    LEGISLATOR KEVAN ABRAHAMS

15                     Ranking member

16

17    LEGISLATOR DELIA DERIGGI-WHITTON

18

19    LEGISLATOR SIELA BYNOE

20

21

22

23

24

25

1 Rules - 8-6-18

2 MR. PULITZER: Mr. Chairman you  
3 want the roll call?

4 LEGISLATOR NICOLELLO: Yes  
5 please.

6 MR. PULITZER: Rules Committee  
7 roll call. Legislator Siela Bynoe.

8 LEGISLATOR BYNOE: Here.

9 MR. PULITZER: Legislator  
10 DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON:  
12 Here.

13 MR. PULITZER: Minority leader  
14 Kevan Abrahams.

15 LEGISLATOR ABRAHAMS: Here.

16 MR. PULITZER: Legislator Laura  
17 Schaefer.

18 LEGISLATOR SCHAEFER: Here.

19 MR. PULITZER: Legislator Steven  
20 Rhoads.

21 LEGISLATOR RHOADS: Here.

22 MR. PULITZER: Deputy Presiding  
23 Officer Howard Kopel.

24 LEGISLATOR KOPEL: Here.

25 MR. PULITZER: Chairman Richard

1 Rules - 8-6-18

2 Nicoletello.

3 LEGISLATOR NICOLELLO: Here.

4 MR. PULITZER: We have a quorum.

5 LEGISLATOR NICOLELLO: A-39 of  
6 2018 is a resolution authorizing the director  
7 of Nassau County Office of Purchasing to award  
8 and execute a contract between the county  
9 acting on behalf of various county agencies  
10 and Henrich Equipment Co., Inc.

11 Moved by Legislator Schaefer.

12 Seconded by Legislator Rhoads.

13 MR. LABAW: Good afternoon.  
14 Robert Labaw, architect for DPW. The contract  
15 you have before you this afternoon will assist  
16 the county in compliance with state and  
17 federal laws regarding our protection of  
18 groundwater and remediation on any active  
19 sites that we have.

20 This will provide a service that  
21 will monitor our inground bulk petroleum tanks  
22 24-7, 365. The firms will have the  
23 availability to view data from each of these  
24 sites, analyze that information and dispatch  
25 repair crews for whatever reason. Even county

1 Rules - 8-6-18

2 services, county employees will be able to be  
3 dispatched by this firm.

4 The money that is required for this  
5 contract is programed into our existing  
6 budget. So there's no issue with funding.

7 LEGISLATOR NICOLELLO: Any  
8 questions? Legislator Bynoe.

9 LEGISLATOR BYNOE: What is the  
10 funding amount?

11 MR. LABAW: We anticipate that  
12 this will cost approximately \$360,000 per year  
13 and there will be additional funds necessary  
14 the first year which will enable all our  
15 sites, there are approximately 85 sites, to  
16 communicate with this central monitoring  
17 firm. The additional funds that will be  
18 required in year one will be testing and setup  
19 costs. That's a one-time fee.

20 LEGISLATOR BYNOE: So, the reason  
21 I had to ask how much it was because what I'm  
22 reading from says the cost shall exceed  
23 \$100,000. Don't we normally receive these  
24 with at least a better range? No? Okay. All  
25 right. They answered my question. I would

1 Rules - 8-6-18

2 love to have had a better range.

3 MR. LABAW: In your staff summary  
4 you will see that there is the guidelines from  
5 purchasing department. The fees are  
6 specifically indicated.

7 LEGISLATOR BYNOE: The fees are  
8 indicated?

9 MR. LABAW: Yes. The bid sheet  
10 should be included in there.

11 LEGISLATOR BYNOE: Can you hold  
12 while someone finds that bid sheet for me?  
13 They're saying no, that's not possible. I  
14 feel like I'm approving a blank check. I  
15 don't know if I feel comfortable with that.  
16 But I'm told that they come down like this  
17 from time to time. I'm fairly new to Rules.  
18 To this committee. I don't know if I have  
19 actually seen one so pronounced. In the  
20 extent it says it shall exceed. I've seen  
21 them where they say it won't exceed. But I  
22 haven't seen it where it says it shall exceed.

23 MS. COLASURDO: Claudia Colasurdo,  
24 Office of purchasing. The sheet that he was  
25 referencing was the bid summary sheet. When

1 Rules - 8-6-18

2 we put this out to bid we itemized what would  
3 encompass this blanket contracts. And on the  
4 summary sheets we state that it can exceed  
5 over \$100,000. So this office will be putting  
6 through direct purchase orders when they have  
7 their tank service check monitor. So we were  
8 bid specific, item specific I should say in  
9 our bid summary sheet. That's what Bob was  
10 referencing.

11 LEGISLATOR BYNOE: Thank you. I  
12 at some point did see this. But it still  
13 doesn't give me a comfort to at least have a  
14 range. Again, I feel like I'm approving a  
15 blank check on this item without having some  
16 idea of what the cost would be. Is there any  
17 requirement for you to come back before the  
18 body at any point on this?

19 MR. LABAW: This is a contract  
20 that is renewed every year for a maximum term  
21 of five years. So we have done an  
22 approximation, a cost analysis taking our 85  
23 sites dividing it by the unit cost per site to  
24 monitor it and that arithmetic works out to  
25 \$360,000 a year. That's what the annual cost



1 Rules - 8-6-18

2 will be to the county.

3 LEGISLATOR BYNOE: Potentially?

4 MR. LABAW: Yes.

5 LEGISLATOR BYNOE: Thank you very  
6 much.

7 LEGISLATOR NICOLELLO: Any other  
8 questions? Any public comment? I see Mr.  
9 Budnick with his hand up.

10 LEGISLATOR BYNOE: I'm sorry.

11 MR. BUDNICK: I rise to simply  
12 ask of the 85 sites does it include ones that  
13 have been abandoned by Nassau County such as  
14 Eighth Precinct facing Wantagh Avenue? The  
15 tanks there? And on Merrick Road in Seaford,  
16 the former DPW garage that had tanks there?  
17 Sites such as that being subject to this  
18 testing or not?

19 MR. LABAW: In response to the  
20 question, any tank that is removed is required  
21 to have a closure report. That includes soil  
22 sampling, where we dispose of any soils that  
23 are contaminated, where we dispose of the tank  
24 itself. Once the tank is removed and out of  
25 service it's done. It can also be abandoned

1 Rules - 8-6-18

2 in place and there are many ways that that can  
3 be accomplished. Filling them with sand.  
4 Filling them with concrete. But all require a  
5 closure report which the county has on file.  
6 DPW maintains those records.

7 The other facilities that are  
8 active the county has for many years been  
9 doing an upgrade on our pump and tank  
10 facilities. These facilities now have the  
11 ability to be centrally monitored, which is  
12 what this contract is all about. We've been  
13 installing the equipment that will enable us  
14 to do that electronically rather than manually  
15 with an employee that has to be trained and  
16 someone on-site 24-7, 365.

17 LEGISLATOR NICOLELLO: Did you  
18 have a follow-up?

19 LEGISLATOR BYNOE: Thank you  
20 Presiding Officer. So, someone was going  
21 through the item further and found a Post-it  
22 that was handwritten on and it ties to the  
23 number that you just gave me, Bob. If we can  
24 round off or estimate what we think it's going  
25 to cost, and even if we round it up by an

1 Rules - 8-6-18

2 extra anything that would be reasonable, I  
3 think that I could support something like that  
4 a lot better than something saying it shall  
5 exceed \$100,000. Because exceeding \$100,000  
6 you're telling me today is potentially 355.

7 MR. LABAW: \$360,000. That would  
8 be for a full year.

9 LEGISLATOR BYNOE: This is a five  
10 year contract?

11 MR. LABAW: Five year contract.

12 LEGISLATOR BYNOE: It could be  
13 500. It could be \$750,000. Saying that it  
14 could exceed \$100,000 does not give me any  
15 kind of range. We could be talking up to  
16 \$800,000 as far as my reading because it only  
17 says it shall exceed. I think we should work  
18 a little bit harder to give more details and  
19 give at least a range or not to exceed. But  
20 to say it shall exceed is to me writing a  
21 blank check.

22 I'm happy that we have it on the  
23 record today that you have a range and I'm  
24 going to make sure we are not exceeding that  
25 range at some point.

1 Rules - 8-6-18

2 MR. LABAW: That might be  
3 something that we can take up as a procedural  
4 comment. That when we create these staff  
5 summaries they're a little more specific.

6 LEGISLATOR BYNOE: I think that  
7 would be a great help to us. Since you did  
8 take the time to do the work to figure out  
9 what it would be. If you could spell it out a  
10 little clearer, make sure the item gives us a  
11 range or something it would be a no brainer to  
12 pass these things through. Thank you.

13 LEGISLATOR NICOLELLO: Legislator  
14 Schaefer.

15 LEGISLATOR SCHAEFER: That's all  
16 I was going to suggest was just like a cap  
17 between over a 100 but not over 500.  
18 Something along those lines.

19 LEGISLATOR NICOLELLO: Any other  
20 questions or public comments? Hearing none,  
21 all in favor signify by saying aye. Those  
22 opposed? Abstentions? Carries unanimously.

23 A-40 of 2018, a resolution  
24 authorizing the director of the Nassau County  
25 Office of Purchasing to award and execute a

1 Rules - 8-6-18

2 contract between the county acting on behalf  
3 of various agencies and the United Cesspool  
4 Services, Inc.

5 Moved by Legislator Bynoe and  
6 seconded by Legislator DeRiggi-Whitton.

7 MR. LABAW: Robert Labaw,  
8 architect representing DPW. This contract we  
9 have before the legislature this afternoon is  
10 to retain a septic system company to do  
11 scheduled and unscheduled maintenance on  
12 several facilities that the county owns that  
13 still have septic systems. Usually these  
14 facilities are in locations that have very  
15 high groundwater tables and they do require  
16 periodic pumping. A lot of times this happens  
17 on an emergency basis, whether it's before an  
18 event, a catered event or affair at one of  
19 these facilities and we need to have the  
20 ability to have an emergency response so that  
21 we don't have a bride walking across the lawn  
22 with an open cesspool next door.

23 Consequently, there was -- the firm  
24 that has submitted the bid is also the firm  
25 that currently holds the contract. Again,

1 Rules - 8-6-18

2 there were a number of firms contacted  
3 regarding this service but the United Cesspool  
4 Services was the one response that Purchasing  
5 had received.

6 LEGISLATOR NICOLELLO: I think  
7 the same questions or concerns with respect to  
8 the last item also apply to this blanket  
9 purchase order. So, perhaps going forward as  
10 a rule there will be more of a range as  
11 opposed to just a minimum amount. Legislator  
12 DeRiggi-Whitton.

13 LEGISLATOR DERIGGI-WHITTON:  
14 Thank you. Mr. Labaw, can you use this  
15 opportunity to go to Whelan where we have the  
16 septic system behind the caregiver's home,  
17 which I hear has a pipe that clearly is having  
18 has an issue with.

19 MR. LABAW: I can elaborate a  
20 little bit more on that. Just a couple of  
21 weeks ago I filed a grant with the state which  
22 would actually help us to analyze that  
23 situation and design a new septic system.  
24 That particular location, believe it or not,  
25 has not required maintenance other than the

1 Rules - 8-6-18

2 fact that we did have the top of the tank  
3 collapse. And the rental company, Smith and  
4 DeGroat, the agency that rented the facility  
5 maintained it. Consequentially the tenant  
6 that had lived there for a number of years has  
7 moved out. They moved on. So the facility is  
8 currently not occupied. So hopefully nobody  
9 is going to be flushing the toilet or creating  
10 an issue with that system.

11 Just for reference, so we know  
12 again what kind of numbers we're talking  
13 about, I did some basic arithmetic and we are  
14 looking at somewhere in the neighborhood, 2016  
15 this contract cost us approximately \$15,000 to  
16 have septic systems pumped out at these 12  
17 locations that the county has. In 2017 it  
18 cost us about \$13,000. So we're not looking  
19 at gigantic sums of money here. It's just  
20 basically what was done with the other update  
21 the contract is that we added in these  
22 emergency services. Previous contract only  
23 had the requirement that they come out and  
24 pump. If the system backed up on a Saturday  
25 we had to wait for them until Monday for them

1 Rules - 8-6-18

2 come to pump out the tank. Now it gives us  
3 the ability that they will be emergency  
4 response.

5 LEGISLATOR DERIGGI-WHITTON: Did  
6 you just say it cost us \$15,000 in the past  
7 for total cost?

8 MR. LABAW: Cost for pumping.  
9 That's the records that I have.

10 LEGISLATOR DERIGGI-WHITTON: Are  
11 we going to guarantee to come up to another  
12 \$85,000?

13 MR. LABAW: No because these are  
14 all unit costs. As we need various things, if  
15 we need chemicals installed in the system, if  
16 we need a pipe repaired in the system, if we  
17 need some other type of maintenance item they  
18 have to remove a toilet and go in and pull out  
19 an obstruction, there are unit costs with this  
20 contract that would reach that.

21 LEGISLATOR DERIGGI-WHITTON: Just  
22 to be clear, the reason why it says will  
23 exceed \$100,000, which is lot more than the  
24 15, is because it's going to be for five  
25 years?



1 Rules - 8-6-18

2 MR. LABAW: That is correct.

3 Each contract is for one year renewed every  
4 year with a maximum term of five.

5 LEGISLATOR DERIGGI-WHITTON: So  
6 the \$100,000 stands for the five?

7 MR. LABAW: I have just been  
8 advised that last year's contract, based on  
9 the work that was performed, did come to  
10 \$100,000. It's also that this year we haven't  
11 put in the emergency clause. We have no way  
12 of the estimating how many emergencies we're  
13 going to have. That's why it's notated in  
14 that manner.

15 LEGISLATOR DERIGGI-WHITTON: It  
16 wasn't 15? The total was 100,000 for last  
17 year?

18 MR. LABAW: Yes. The \$15,000 was  
19 the actual cost associated with physical  
20 pumping.

21 LEGISLATOR NICOLELLO: Any other  
22 questions? Any public comment? All in favor  
23 signify by saying aye. Those opposed?  
24 Carries unanimously. Thank you very much for  
25 your presentation.

1 Rules - 8-6-18

2 A-45 of 2018, a resolution  
3 authorizing the director of the county Office  
4 of Purchasing to award and execute a contract  
5 between the county of Nassau acting on behalf  
6 of the police department and Intergraph  
7 Corporation d/b/a Hexagon Safety and  
8 Infrastructure.

9 That's moved by Legislator Bynoe.  
10 Seconded by Legislator Schaefer.

11 MR. STEPHANOFF: Lieutenant Greg  
12 Stephanoff from the police department. A-45  
13 is to authorize and award a purchase order for  
14 Hexagon Software, also known as Intergraph  
15 Maintenance, for the Nassau County Police  
16 Department for the amount of \$729,765. This  
17 is for our Cad RMS system. The Cad portion is  
18 the portion that manages our 911 calls and  
19 moves them over to dispatch so they can be  
20 dispatched to police cars.

21 The RMS part is the case offense  
22 where we take in case reports, it manages  
23 that. And also the arrest processing, it  
24 manages that portion also. This is for 24-7  
25 maintenance to keep those systems up and

1 Rules - 8-6-18

2 running.

3 LEGISLATOR NICOLELLO: Any  
4 questions? Hearing none, any public comment?  
5 Thank you Lieutenant. All in favor signify by  
6 saying aye. Those opposed? Carries  
7 unanimously.

8 Go a little bit out of order. E-88  
9 of 2018 a resolution authorizing the county  
10 executive to execute a personal services  
11 agreement between the county of Nassau acting  
12 on behalf of the county attorney and Lamb and  
13 Barnosky LLP.

14 Moved by Legislator Rhoads.  
15 Seconded by Legislator DeRiggi-Whitton. Is  
16 there somebody to speak on this?

17 MR. LIBERT: Brian Libert from  
18 the county attorney's office. This is a  
19 contract with Lamb and Barnosky. They will be  
20 assisting the county in its ongoing labor  
21 negotiations. If you have any questions I'm  
22 here to answer the same.

23 LEGISLATOR NICOLELLO: Lamb and  
24 Barnosky previously worked for the county,  
25 correct?

1 Rules - 8-6-18

2 MR. LIBERT: I'm not sure of  
3 that. I can certainly check on that. If it  
4 was it was not in this context. The name  
5 sounds a little familiar to me. I'm being  
6 told yes, they have.

7 LEGISLATOR NICOLELLO: In the  
8 Suozzi administration they handled the  
9 negotiations. This contract is for them to  
10 assist in the negotiations?

11 MR. LIBERT: That's correct.

12 LEGISLATOR NICOLELLO: The county  
13 also currently has two other law firms, at  
14 least with monies open with respect to  
15 contracts. You have Jackson Lewis and Bee and  
16 Eisman; is that correct also?

17 MR. LIBERT: I didn't hear the  
18 name of the second firm.

19 LEGISLATOR NICOLELLO: Bee Eisman  
20 Bee Ready.

21 MR. LIBERT: Understood. As it  
22 regards Jackson Lewis, my understanding, and  
23 again speaking from my knowledge at this  
24 moment, they do litigation labor work. That  
25 would be labor and employment type work,

1 Rules - 8-6-18

2 investigations, discrimination cases.

3 And then as far as Bee Ready, my  
4 understanding is they are doing some of the  
5 ongoing stuff. But this is actually for the  
6 contract negotiations which are upcoming.

7 LEGISLATOR NICOLELLO: How is it  
8 that Lamb and Barnosky is going to be paid?  
9 Are they getting an hourly rate?

10 MR. LIBERT: Yes, they will be  
11 paid on an hourly rate.

12 LEGISLATOR NICOLELLO: They have  
13 the numbers here. Partner 250 to 270.  
14 Associate 205 to 225. That's fairly  
15 competitive rate, correct?

16 MR. LIBERT: That is a  
17 competitive rate. And based on comparing to  
18 what we're paying now, I think actually for  
19 this skilled of an area it's quiet  
20 competitive.

21 LEGISLATOR NICOLELLO: Actually  
22 they do a tremendous amount of labor work  
23 throughout the island, school districts et  
24 cetera.

25 MR. LIBERT: That's my

1 Rules - 8-6-18

2 understanding. And Suffolk as well.

3 LEGISLATOR NICOLELLO: Any  
4 questions? Minority Leader.

5 LEGISLATOR ABRAHAMS: You  
6 mentioned that I guess the negotiations with  
7 the bargaining units is ongoing. It started  
8 already?

9 MR. LIBERT: Not being a part of  
10 the negotiation I don't know whether it has  
11 started formally. Being a lawyer I guess I  
12 know they start formally and don't start  
13 formally. I don't know if they started  
14 formally. I'm not sure if they have but this  
15 is why they're being brought on. I don't know  
16 the answer to that as to whether they  
17 specifically started or not merely because I'm  
18 not involved in that.

19 LEGISLATOR ABRAHAMS: My greater  
20 question is, do they anticipate the  
21 negotiations to start this year?

22 MR. LIBERT: My understanding of  
23 that would be yes. And I would say that they  
24 there, to my knowledge, would be the  
25 administration, Mr. Santeramo is here, I

1 Rules - 8-6-18

2 assume they are the ones who would assume yes,  
3 it's going to be started in the year.

4 LEGISLATOR ABRAHAMS: Mike,  
5 that's your understanding from the collective  
6 bargaining units as well? That they plan to  
7 engage in negotiations with the administration  
8 this year?

9 MR. SANTERAMO: Yes. I know we  
10 have called this particular contract and I  
11 know we will be calling another contract  
12 shortly. They are connected in that we will  
13 be utilizing the services of both in different  
14 ways but in collective bargaining.

15 LEGISLATOR ABRAHAMS: Do you have  
16 an exact time frame of when you plan to sit  
17 down to utilize these contracts with the  
18 unions?

19 MR. SANTERAMO: We would like to  
20 do it as soon as possible. But if we are not  
21 able to get both of the contracts passed today  
22 we are going to have to wait because we're not  
23 going to start bargaining until we get both  
24 contracts passed.

25 LEGISLATOR ABRAHAMS: Thank you.

1 Rules - 8-6-18

2 LEGISLATOR NICOLELLO: Any other  
3 questions? Any public comment? All in favor  
4 signify by saying aye. Those opposed?  
5 Carries unanimously.

6 Now E-87 of 2018, which is a  
7 resolution authorizing the county executive to  
8 execute a personal services agreement between  
9 the county of Nassau acting on behalf of the  
10 county attorney and Dellaverson PC.

11 Moved by Legislator Schaefer.  
12 Seconded by Legislator Bynoe. It's before us.

13 MR. SANTERAMO: This contract is  
14 for Mr. Dellaverson. He will be operating  
15 mainly as the at-the-table negotiator in  
16 conjunction working with folks from the county  
17 administration, the county attorney's office.  
18 We have six expired contracts. It's a  
19 tremendous time commitment. NIFA has  
20 negotiated, as you all know, has negotiated  
21 the last two rounds of collective bargaining.  
22 It's the administration's goal to not have  
23 NIFA do our bargaining this round or in the  
24 future.

25 So, again, Mr. Dellaverson will



1 Rules - 8-6-18

2 work as the at-the-table negotiator. He will,  
3 as I'm sure you'll get into, will be paid a  
4 flat rate. He has a number of large folks  
5 that he works for now. Major clients of his  
6 include the MTA, the Port Authority, New York  
7 Power Authority and the state of New Jersey.  
8 He is a well respected labor negotiator  
9 attorney.

10 LEGISLATOR NICOLELLO: He will  
11 be -- by the way, how do you pronounce it  
12 again? You said he is going to be the  
13 at-the-table negotiator?

14 MR. SANTERAMO: Correct.

15 LEGISLATOR NICOLELLO: What does  
16 that mean? He doesn't put any of the support  
17 work into it? He simply shows up?

18 MR. SANTERAMO: No. He will be  
19 taking the lead actually in the room. Lamb  
20 and Barnosky will be assisting. He will be  
21 working with Mr. Zuckerman from Lamb and  
22 Barnosky.

23 LEGISLATOR NICOLELLO: Then Lamb  
24 and Barnosky will also be present for these  
25 sessions?

1 Rules - 8-6-18

2 MR. SANTERAMO: Correct.

3 LEGISLATOR NICOLELLO: Any  
4 sessions currently scheduled?

5 MR. SANTERAMO: I don't know if  
6 the county attorney is aware but I'm not aware  
7 of any formal sessions that are scheduled.  
8 Are you aware?

9 MR. LIBERT: Legislator, I would  
10 guess not on that merely especially because we  
11 are here asking for the contract. I would be  
12 surprised if we had planned to have meetings  
13 with these counsel before this body approves  
14 the contract. We wouldn't do that of course.

15 LEGISLATOR NICOLELLO: He has  
16 large contracts. You mentioned New York Power  
17 Authority, MTA, the state of New Jersey. Do  
18 you know what he does for them?

19 MR. LIBERT: I did have an  
20 opportunity to review some of  
21 Mr. Dellaverson's qualification that I can  
22 speak to. He is directly involved in labor  
23 negotiations. His background is in finance  
24 and labor relations. He does have this  
25 ability to sort of be at the table, to do some

1 Rules - 8-6-18

2 mathematics and arithmetic and work along with  
3 the unions to really get a positive result.  
4 And my understanding is that he has been able  
5 to do that in the past successfully.

6 LEGISLATOR NICOLELLO: He seems  
7 to have the background in terms of negotiating  
8 obviously if he has clients of those size. My  
9 concern is, where is the incentive for him to  
10 work on Nassau County's issues? If he has  
11 those large clients and they need his time and  
12 they need him to work on things for them and  
13 he's being paid a flat fee whether he shows up  
14 for negotiations or not, what is the incentive  
15 for Mr. Dellaverson to show up in Nassau  
16 County when New Jersey needs him?

17 MR. LIBERT: Presiding Officer, I  
18 can't certainly get inside Mr. Dellaverson's  
19 head. But again, having had the opportunity  
20 to sort of hear him speak about this, my  
21 understanding from him is the way he treats  
22 these contracts is that when he's attending to  
23 something it gets his full and direct  
24 attention. Many of these municipalities are  
25 working together in order to maximize the

1 Rules - 8-6-18

2 efficiencies they get from bringing someone  
3 like Mr. Dellaverson into the party.

4 MR. SANTERAMO: Let me be clear.  
5 He's been a very successful labor negotiating  
6 attorney. This is his fee schedule for all of  
7 his clients. He has provided successful  
8 services under this fee structure for all of  
9 the groups and municipalities that I  
10 mentioned.

11 LEGISLATOR NICOLELLO: We will  
12 have two negotiators and two different law  
13 firms and paying Barnosky by hour and at the  
14 same time Mr. Dellaverson will be there and he  
15 will be getting a flat fee. We will be paying  
16 both. The total amount due to him over time  
17 will be \$500,000?

18 MR. SANTERAMO: 585. Again, not  
19 to exceed. We believe with the amount of time  
20 that we anticipate that he's going to be  
21 putting in we think that the flat fee actually  
22 saves the county money for the services and  
23 the time that he would be putting in somebody  
24 of his caliber what he would be charging per  
25 hour.

1 Rules - 8-6-18

2 LEGISLATOR NICOLELLO: Anybody  
3 else have any questions? Minority Leader  
4 Abrahams.

5 LEGISLATOR ABRAHAMS: Thank you  
6 Presiding Officer. Mike, if I understand this  
7 correctly from the last line of questioning  
8 with Lamb and Barnosky, the county couldn't go  
9 forward with the negotiations unless you have  
10 these contracts in place. Did I understand  
11 that correctly?

12 MR. SANTERAMO: That's correct.  
13 The county will not.

14 MR. LIBERT: I want to correct  
15 that. I'm not sure that that's legally a  
16 matter. We can't go forward with these  
17 attorneys. But I don't know what the county  
18 has done or not done. As counsel, I would  
19 just say to him don't say that because we  
20 don't know what the county has done.

21 LEGISLATOR ABRAHAMS: Always an  
22 attorney to come in. Mike and I are on the  
23 same wave length. From the county executive  
24 entering the realm of negotiations she is not  
25 going to do it without proper counsel. It

1 Rules - 8-6-18

2 could basically kick the can down the road for  
3 lack of a better term if the unions are  
4 prepared to negotiate and the county is ready  
5 to negotiate if the county executive does not  
6 have these contracts in place then everything  
7 gets stalled?

8 MR. SANTERAMO: Correct.

9 LEGISLATOR ABRAHAMS: I have  
10 nothing further.

11 LEGISLATOR NICOLELLO: Legislator  
12 Schaefer.

13 LEGISLATOR SCHAEFER: I'm just  
14 curious. If we are looking at Lamb and  
15 Barnosky and they are getting paid an hourly  
16 rate of about partners 250, associates 205,  
17 how many hours would -- well, I know we can't  
18 really anticipate how long it will take --  
19 couldn't his hourly rate work out to be a lot  
20 more than their's based on how many hours he  
21 put into this? He could be getting paid a lot  
22 higher per hour is what I'm saying.

23 MR. LIBERT: Having discussed  
24 this directly with Mr. Dellaverson, my  
25 understanding is that he really doesn't view

1 Rules - 8-6-18

2 his services as being charged in that way or  
3 being accomplished in that way. He really  
4 believes what he's bringing to the table. And  
5 having spoken to him I believe that and the  
6 county executive's office does we wouldn't be  
7 here. What he brings to the table really  
8 comes in a different package than that. So  
9 comparing them it's apples and oranges.

10 LEGISLATOR SCHAEFER: What's  
11 different that he is bringing to the table?

12 MR. LIBERT: His tremendous skill  
13 and ability and expertise and knowledge in the  
14 field.

15 LEGISLATOR SCHAEFER: We don't  
16 think that Lamb and Barnosky have that same  
17 skill?

18 MR. LIBERT: Each firm brings  
19 their own unique quality and having discussed  
20 with counsel for municipal transactions as  
21 well, Mr. Dellaverson has already said he will  
22 be the lead labor counsel. Lamb and Barnosky  
23 is going to be the supporting counsel on this  
24 project. But they both going to be there  
25 working on it. We six unions and six open

1 Rules - 8-6-18

2 contracts. That's really the issue.

3 LEGISLATOR SCHAEFER: I don't  
4 like that I can tell you that. It just seems  
5 like an odd way to get paid when you don't  
6 know how much time someone is putting in.

7 LEGISLATOR KOPEL: I would like  
8 to move to table this because I know that I  
9 and probably several others are not totally  
10 satisfied with the financial arrangements.  
11 Especially that part where they're getting  
12 paid when nothing is really going on. Just  
13 kind of sitting here and waiting for things to  
14 happen. So I move to table.

15 LEGISLATOR NICOLELLO: Motion to  
16 table is not debatable.

17 MR. LIBERT: Legislators, to your  
18 point, one thing that was raised by the county  
19 executive's office to myself and Mr. Gregware,  
20 that with regard to Mr. Dellaverson's  
21 contract, to the extent that he's not doing  
22 work there is a provision in it, and Dan can  
23 tell us about it, whereby we can pause the  
24 process and he wouldn't be getting paid at  
25 that time. To the extent that nothing is



1 Rules - 8-6-18

2 going on --

3 LEGISLATOR KOPEL: I don't get  
4 that at all. You seem to be moving in two  
5 different directions at the same time. Either  
6 he's getting paid for not doing work or he's  
7 not getting paid for not doing work. If the  
8 answer is, as you're suggesting now, he's not  
9 getting paid because you have some mechanism  
10 to prevent that, then why don't we do it in a  
11 sensible way which is you get paid when you do  
12 work, period, and take that part out  
13 altogether? I don't get this.

14 LEGISLATOR NICOLELLO: There's a  
15 motion to table on the floor. However, we  
16 didn't get a second. However, Legislator  
17 Rhoads had a question.

18 LEGISLATOR RHOADS: I wanted to  
19 make sure I was clear on the rational behind  
20 using two different sets of counsel to  
21 accomplish the same objective. Is there a  
22 reason for having two sets of attorneys?

23 MR. SANTERAMO: I believe that,  
24 again, the county has not negotiated directly  
25 I'm told in the last two negotiating cycles.

1 Rules - 8-6-18

2 I believe NIFA had negotiated. So the  
3 structure in the county attorney's office is,  
4 number one, is not built to negotiate  
5 in-house. That's number one.

6 Number two, we have six different  
7 unions, six different contracts that are up.  
8 So I think the scope of work and what each of  
9 these two firms, slash, counsel bring I think  
10 is necessary to get the best representation  
11 and the best negotiations at those tables. I  
12 think that that is what we're going at, is the  
13 size and the scope of the work and the skills  
14 that both of these counsel, slash, firms  
15 bring.

16 LEGISLATOR RHOADS: But that's  
17 the division of responsibility that you've  
18 kind of described. You described a situation  
19 where you have a lead counsel, someone who  
20 theoretically is overseeing all of the  
21 negotiations, while you have separate counsel  
22 who is actually doing the negotiations?

23 MR. SANTERAMO: I don't  
24 understand your question.

25 LEGISLATOR RHOADS: What you

1 Rules - 8-6-18

2 described is a lead counsel. The fact that  
3 there is lead counsel would imply that the  
4 other firm is taking their direction from  
5 Mr. Dellaverson.

6 MR. SANTERAMO: Mr. Dellaverson  
7 is working with them and also working with  
8 folks at the county attorney's office in  
9 conjunction with those folks.

10 LEGISLATOR RHOADS: What is it  
11 about the other firm that makes them -- in  
12 other words, why do we have to have two? What  
13 is it about the other firm that makes them  
14 incapable of handling this?

15 MR. SANTERAMO: I don't think we  
16 said they were incapable.

17 LEGISLATOR RHOADS: The fact that  
18 you have two attorneys to negotiate the same  
19 contracts would imply one is not enough.

20 MR. SANTERAMO: I think with the  
21 scope of the work that's necessary and the six  
22 contracts that are up, the strength of  
23 Mr. Dellaverson coupled with what Lamb brings,  
24 I think is why having two of these firms is so  
25 important.

1 Rules - 8-6-18

2 LEGISLATOR RHOADS: What exactly  
3 will they be doing?

4 MR. SANTERAMO: I'm not a labor  
5 negotiation expert.

6 LEGISLATOR RHOADS: Who is going  
7 to be the face of the county sitting at the  
8 table?

9 MR. SANTERAMO: Mr. Dellaverson.

10 LEGISLATOR RHOADS:  
11 Mr. Dellaverson is going to be conducting the  
12 actual face-to-face negotiations?

13 MR. SANTERAMO: That's correct.

14 LEGISLATOR RHOADS: What's the  
15 purpose of the other firm.

16 MR. GREGWARE: To address your  
17 question, Dan Gregware from the county  
18 attorney's office. Each firm brings their own  
19 level of the expertise and experience to the  
20 table in the negotiating process.

21 Mr. Dellaverson is going to be the lead  
22 negotiator as you were kind of getting at.

23 Lamb and Barnosky is going to  
24 provide all that back office support, all the  
25 drafting of the contract, the data mining, the

1 Rules - 8-6-18

2 substantial amount of work that's involved in  
3 the drafting and the negotiating of these  
4 contracts. These six union contracts. So  
5 there's a substantial amount of work that's  
6 necessary and we feel that each firm brings  
7 their own level of expertise and experience to  
8 the table.

9 LEGISLATOR NICOLELLO: One firm  
10 is -- you have one firm doing all the backup  
11 work and drafting all the documents and we're  
12 hiring Dellaverson to come in and sit at the  
13 table and talk? Is that what we're paying  
14 this guy a half a million dollars? He must be  
15 really good.

16 MR. GREGWARE: More than that.  
17 That is a crucial part of his  
18 responsibilities. But if you look in the  
19 contract and you can see the different  
20 responsibilities he has, it's actually listed  
21 out if you wanted to take a look at those, I  
22 can read them if you like.

23 LEGISLATOR NICOLELLO: I want to  
24 apologize to Legislator Rhoads.

25 LEGISLATOR RHOADS: It's

1 Rules - 8-6-18

2 perfectly on the same wave length. What  
3 exactly will he be doing?

4 MR. GREGWARE: There's a list of  
5 responsibilities in Mr. Dellaverson's proposed  
6 contract. He's going to be involved in the  
7 initial introductions of the union and  
8 negotiations. He's also going to be the face  
9 of the negotiations. He's going to be the one  
10 present at each and every one of these  
11 negotiations. He's going to be the face of  
12 the negotiations. Additionally, there's other  
13 additional support if you review section, the  
14 services section of the proposed agreement.

15 LEGISLATOR RHODES: Don't we have  
16 a labor section in the county attorney's  
17 office?

18 MR. GREGWARE: Office of Labor  
19 Relations yes, we do. They are also involved,  
20 and Brian may be able to speak, they are  
21 running the day-to-day issues, the  
22 arbitrations that are going on regularly.  
23 This is a little out of the ordinary. A major  
24 project really to be negotiating six expired  
25 union contracts.

1 Rules - 8-6-18

2 LEGISLATOR RHOADS: But it's not  
3 the case that many of the data mining back  
4 office work that we are hiring Lamb's firm to  
5 do could be done by our own employees.

6 MR. GREGWARE: It's substantially  
7 more than our in-house attorneys would  
8 typically handle on a day-to-day basis.

9 LEGISLATOR RHOADS: Since the  
10 Bureau of Labor Relations theoretically in the  
11 county attorney's office exists to handle  
12 these types of situations -- I understand they  
13 haven't done it now in two sets of contracts,  
14 so they may be a little out of experience if  
15 that's what you're suggesting.

16 MR. GREGWARE: I wouldn't just  
17 even necessarily say they lack the  
18 experience -- Brian is telling me they didn't  
19 do it. Also the amount of work that's  
20 involved. I don't think the existing Office  
21 of Labor Relations would be able to handle  
22 that kind of negotiation. In fact, I think  
23 they're struggling to handle the existing work  
24 load that they have on a day-to-day basis.

25 LEGISLATOR RHOADS: Perhaps we

1 Rules - 8-6-18

2 shouldn't have six contracts up at the same  
3 time. That might be a problem as well. But  
4 what exactly are we doing with respect to the  
5 county attorney's office to sort of get us up  
6 to speed so in the next round we might be able  
7 to handle this on our own? At least a portion  
8 of it.

9 MR. LIBERT: Just to clarify  
10 something that might add a little bit of  
11 clarity to the structure here. The Office of  
12 Labor Relations does not fall under county  
13 attorney. So the office of Labor Relations is  
14 actually a separate office that exists  
15 separate and apart from the county attorney.  
16 Typically in the past, certainly the time I  
17 have been in the county and to my knowledge  
18 before that, although the Office of Labor  
19 Relations was involved in the drafting and  
20 negotiations of such contracts, they were not  
21 the drivers behind those contracts.

22 So, in other words, to your point,  
23 whether the Office of Labor Relations would  
24 sort of ramp up to prepare to do the next  
25 round, in the past it was not something the



1 Rules - 8-6-18

2 county would have done directly. It may be  
3 worth something to consider in the future but  
4 it certainly isn't as of today and of the past  
5 it hasn't been done.

6 LEGISLATOR RHOADS: Understand.  
7 I have been out of the county attorney's  
8 office for a long time. Almost 20 years. Sue  
9 Takarsky, labor section chief.

10 MR. LIBERT: Sue Takarsky is a  
11 deputy county attorney in the county  
12 attorney's office. She is not in the labor  
13 relations to my knowledge.

14 LEGISLATOR RHOADS: She's section  
15 chief of labor. What does that do?

16 MR. LIBERT: Similar to the  
17 analogy from Jackson Lewis and Lamb and  
18 Barnosky, sue is a very competent and very  
19 skilled labor and employment attorney. She  
20 handles litigation. Discrimination claims  
21 against the county. She does occasionally  
22 assist labor relations with some grievances  
23 but it's not ongoing contract issues. She's  
24 really more of a litigator, Sue, and a very  
25 skilled one at that.

1 Rules - 8-6-18

2 LEGISLATOR RHOADS: Believe me, I  
3 know Sue and she's wonderful. Does she have  
4 people working under her within the county  
5 attorney's office?

6 MR. LIBERT: I don't know that.  
7 I don't think so. If they are they're  
8 interns.

9 LEGISLATOR RHOADS: Our labor  
10 section --

11 MR. LIBERT: There are two other  
12 individuals of course at the county who do  
13 labor Chris Nicolino and Seth Blau who are  
14 assigned to the Office of Labor Relations.  
15 They are sort of running the day-to-day. They  
16 are not labor negotiators. Their background  
17 isn't doing labor relations. It's not  
18 negotiation. And having a little bit of  
19 background in that myself there is a  
20 difference there. They will be there too of  
21 course.

22 LEGISLATOR RHOADS: Does  
23 Mr. Dellaverson have a firm behind him or is  
24 he a solo practice?

25 MR. GREGWARE: He's a solo

1 Rules - 8-6-18

2 practitioner.

3 LEGISLATOR RHOADS: Why can't his  
4 people do research and data mining, since they  
5 are working directly for him?

6 MR. GREGWARE: He is a solo  
7 practitioner with one support staff member.  
8 He wouldn't necessarily have the firm  
9 structure to do those areas of data mining, of  
10 research, of drafting the contracts. And  
11 again, his expertise is going to be really in  
12 the face-to-face union negotiations.

13 LEGISLATOR RHOADS: What is on  
14 his plate right now? In other words, while we  
15 are doing negotiations for our six labor  
16 unions and he's got the MTA as a client and  
17 he's got a laundry list of other  
18 municipalities that he's doing negotiations  
19 for, how do we know how much time is going to  
20 be spent on us? How much time is going to be  
21 spent on them? Who is going to be doing the  
22 day-to-day work when he's off working for  
23 somebody else?

24 MR. GREGWARE: I think Lamb and  
25 Barnosky will provide that additional

1 Rules - 8-6-18

2 support. But he will be expected to be at the  
3 table and we do have provisions in the  
4 contract. And I know Brian was discussing a  
5 little bit and speaking with Legislator Kopel  
6 about the ability of the county to suspend  
7 services if it feels that there's a certain  
8 down period during the labor negotiations  
9 process. So there are protections that do  
10 exist in the contract if we do feel we're not  
11 getting our money's worth.

12 LEGISLATOR RHOADS: Is there  
13 anyone in Lamb's office that actually does  
14 face-to-face negotiation?

15 MR. GREGWARE: I'm sure there  
16 are. I don't know for a fact but I'm sure  
17 there would be.

18 LEGISLATOR RHOADS: Is there a  
19 way to find out that information? Are there  
20 other municipalities that they perform  
21 negotiations for?

22 MR. GREGWARE: Yes. I believe  
23 they represented Suffolk County.

24 LEGISLATOR RHOADS: Just Suffolk  
25 or more than that.

1 Rules - 8-6-18

2 MR. GREGWARE: I think there were  
3 other municipalities as well.

4 LEGISLATOR RHOADS: If we can get  
5 that information I'd appreciate it.

6 LEGISLATOR NICOLELLO: Thank you  
7 Legislator Rhoads. We have a motion to table  
8 on the table and do we have a second?  
9 Legislator Schaefer seconds it. All in favor  
10 of tabling signify by saying aye. Those  
11 opposed? Carries unanimously. The item has  
12 been tabled.

13 Motion to adjourn by Legislator  
14 DeRiggi-Whitton. Seconded by Legislator  
15 Rhoads. All in favor of adjourning signify by  
16 saying aye. Those opposed? Carries  
17 unanimously.

18 (TIME NOTED: 4:53)

19

20

21

22

23

24

25

1 Rules - 8-6-18

2  
3  
4 CERTIFICATION

5  
6  
7  
8 I, FRANK GRAY, a Notary  
9 Public in and for the State of New  
10 York, do hereby certify:

11 THAT the foregoing is a true and  
12 accurate transcript of my stenographic  
13 notes.

14 IN WITNESS WHEREOF, I have  
15 hereunto set my hand this 13th day of  
16 August 2018

17  
18  
19 -----  
20 FRANK GRAY  
21  
22  
23  
24  
25