

1. Meeting Minutes

Documents:

[FINANCE COMMITTEE, 10-07-19.PDF](#)
[HEALTH AND SOCIAL SERVICES COMMITTEE, 10-07-19.PDF](#)
[PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE, 10-07-19.PDF](#)
[PUBLIC SAFETY COMMITTEE, 10-07-19.PDF](#)
[PUBLIC WORKS AND PARKS COMMITTEE, 10-07-19.PDF](#)
[RULES COMMITTEE, 10-07-19.PDF](#)

2. 10-7-19 Addendums

Documents:

[F-10-7-19 ADDENDUM.PDF](#)
[PL-10-7-19 ADDENDUM.PDF](#)
[PS-10-7-19 ADDENDUM.PDF](#)
[PW-10-7-19 ADDENDUM.PDF](#)
[R-10-7-19 ADDENDUM.PDF](#)

3. Rules 10-7-19

Documents:

[U-16-19 NCWEB.PDF](#)

4. Additional Addendum 10-7-19

Documents:

[197-19.PDF](#)
[H-10-7-19 ADDENDUM.PDF](#)
[R-10-7-19 ADDENDUM II.PDF](#)

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

FINANCE COMMITTEE

HOWARD KOPEL, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2019
3:06 P.M

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

HOWARD KOPEL,
Chairman

VINCENT MUSCARELLA,
Vice Chairman

TOM MCKEVITT

ROSEMARIE WALKER

ELLEN BIRNBAUM,
Ranking

ARNOLD DRUCKER

JOSHUA LAFAZAN

MICHAEL PULITZER,
Clerk of the Legislature

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LIST OF SPEAKERS

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JOHN BUDNICK..... 9

TORI KASO.....12

MARYELLEN LAURAIN.....14

PATRICK GALLAGHER.....18

TED HUMMEL.....20

DAN BAKER.....21

1 Finance Committee/10-7-19

2 CHAIRMAN KOPEL: I will call the
3 Finance Committee to order and I will call
4 the roll. Legislator Lafazan?

5 LEGISLATOR LAFAZAN: Here.

6 CHAIRMAN KOPEL: Legislator
7 Drucker?

8 LEGISLATOR DRUCKER: Here.

9 CHAIRMAN BIRNBAUM: Legislator
10 Birnbaum?

11 LEGISLATOR BIRNBAUM: Here.

12 CHAIRMAN KOPEL: Legislator
13 Walker?

14 LEGISLATOR WALKER: Here.

15 CHAIRMAN KOPEL: Legislator
16 McKevitt?

17 LEGISLATOR MCKEVITT: Here.

18 CHAIRMAN KOPEL: I am here and
19 Mr. Muscarella is floating around here
20 somewhere. We do have a quorum. Let's wait
21 until he gets here to start.

22 In the meantime, I'm just going
23 to entertain to motion to suspend the rules.

24 LEGISLATOR MCKEVITT: So moved.

25 LEGISLATOR BIRNBAUM: Second.

1 Finance Committee/10-7-19

2 CHAIRMAN KOPEL: Moved by
3 Mr. McKevitt, seconded by Ms. Birnbaum.

4 All those in favor of suspending
5 the rules signify by saying aye.

6 (Aye.)

7 Any opposed?

8 (No verbal response.)

9 The rules are suspended. The
10 first items with which we will deal are the
11 various budget items. Those items are
12 numbers 359, 360, 361 and 363.

13 The motion on those items?

14 LEGISLATOR WALKER: So moved.

15 LEGISLATOR DRUCKER: Second.

16 CHAIRMAN KOPEL: That motion is
17 made by Ms. Walker and seconded by
18 Mr. Drucker. Those items pertain to the
19 budget. There is going to be some very
20 extensive I imagine debate and discussion
21 with the Full Legislature.

22 So what we proposed to do by
23 agreement with both sides is to simply pass
24 it through and we will deal with that at the
25 time of the Full Legislature.

1 Finance Committee/10-7-19

2 Therefore, all those in favor of
3 those items?

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Those items are passed
8 unanimously.

9 Now I'm going to call 364, 365,
10 and 366 together. Those items are to
11 partially exempt certain properties for real
12 estate taxes.

13 LEGISLATOR DRUCKER: So moved.

14 LEGISLATOR MUSCARELLA: Second.

15 CHAIRMAN KOPEL: That motion is
16 made by Mr. Drucker, and seconded by
17 Mr. Muscarella. All those in favor of those
18 three items?

19 (Aye.)

20 Any opposed?

21 (No verbal response.)

22 Those three items are unanimous.
23 Thank you.

24 We'll just deal with certain
25 other items. We will go out of order here

1 Finance Committee/10-7-19
2 for a moment. Items that have already been
3 through committees, have already been
4 discussed, and they will go to the Full
5 Legislature eventually. I'm going to call
6 those together.

7 They are numbers 383, 384, 387,
8 388, 389, 390, 394. On the addendum, we
9 have two items which are 392 and 398.
10 Motion on those items?

11 LEGISLATOR MUSCARELLA: So moved.

12 LEGISLATOR LAFAZAN: Second.

13 CHAIRMAN KOPEL: That motion is
14 made by Mr. Muscarella and seconded by
15 Mr. Lafazan. All those in favor of those
16 items?

17 (Aye.)

18 Those opposed?

19 (No verbal response.)

20 Thank you, those items are
21 unanimous as well.

22 Now going back to 374 which is
23 making a determination pursuant to SEQRA and
24 authorizing the County Executive to execute
25 a modification of lease between the County

1 Finance Committee/10-7-19
2 of Nassau and Steel Los III Limited
3 Partnership for 700 Hicksville Road in
4 Bethpage.

5 LEGISLATOR BIRNBAUM: So moved.

6 LEGISLATOR WALKER: Second.

7 CHAIRMAN KOPEL: That motion is
8 made by Ms. Birnbaum and seconded by
9 Ms. Walker. How are you?

10 MR. WALSH: Good afternoon.
11 Kevin Walsh from the Office of Real Estate
12 Services.

13 This item is a lease renewal,
14 five year lease renewal to an existing lease
15 for the county's office emergency
16 management's warehouse in Bethpage. This
17 warehouse stores various OEM supplies and
18 materials, water meals, things like that.

19 We've been in there since 2014.
20 The original lease provides for two five
21 years renewals. This is an exercise of the
22 first five year renewal. The rent is being
23 reset. The number has been confirmed by an
24 appraisal.

25 The only other thing I want to

1 Finance Committee/10-7-19
2 point out is the rent and the other charges
3 we pay for this, for example, we pay the
4 increase on the property taxes are 100
5 percent grant reimbursed.

6 CHAIRMAN KOPEL: Do we have any
7 questions on this item?

8 (No verbal response.)

9 Is there any public comment?

10 Yes, Mr. Budnick.

11 MR. BUDNICK: This is very
12 important for the county. I also
13 respectfully suggest that consideration be
14 given to the creation of a county owned
15 building there that could be used for this
16 purpose so we're not paying for things like
17 increases in real estate taxes upon a
18 leasehold on a premises. I think that's
19 absurd. My highest respect to you all, and
20 to these fine county officials. Thank you.

21 CHAIRMAN KOPEL: Thank you.
22 Anyone else?

23 (No verbal response.)

24 Hearing none, all those in favor
25 signify by saying aye.

1 Finance Committee/10-7-19

2 (Aye.)

3 Any opposed?

4 (No verbal response.)

5 That item is unanimous. Thank
6 you.

7 I'm going to number 377 is
8 authorizing the transfer of appropriations.

9 LEGISLATOR MUSCARELLA: So moved.

10 LEGISLATOR DRUCKER: Second.

11 CHAIRMAN KOPEL: That motion is
12 made by Mr. Muscarella and seconded by
13 Mr. Drucker.

14 MS. CORDOVA: Vicki Cordova from
15 the District Attorney's Office.

16 The District Attorney's Office
17 respectfully requests a transfer of funds
18 from our salaries line to our contractual
19 and general expenses line to cover higher
20 than anticipated expenses in those lines.

21 CHAIRMAN KOPEL: Do we have any
22 questions from the legislators?

23 (No verbal response.)

24 Any public comment?

25 Mr. Budnick, I was counting on

1 Finance Committee/10-7-19

2 it. Come up, please.

3 MR. BUDNICK: Though I compliment
4 the District Attorney's Office, I once again
5 raise the specter of the incoming effect of
6 the New York State Legislature's absurd
7 inaction of the bail reform and discovery
8 reform laws that are going into affect just
9 a little bit more than two months from now.

10 The vast effect they will have
11 upon the entire county as well as the
12 criminal justice system of this county, and
13 I hope that somebody is planning to be able
14 to meet what the obligations of the county
15 will be including the creation of a criminal
16 justice service agency apparently mandated
17 in that law, and I'm very curious and I'm
18 very worried because I haven't seen anything
19 that seems to be moving in that direction.

20 But, once again, my continued
21 compliments to the Office of the District
22 Attorney's Office and to this outstanding
23 County Legislature. Thank you for putting
24 up with me.

25 CHAIRMAN KOPEL: Thank you.

1 Finance Committee/10-7-19

2 Anyone else?

3 (No verbal response.)

4 Hearing none, all those in favor
5 of this item?

6 (Aye.)

7 Those opposed?

8 (No verbal response.)

9 Unanimous. Thank you.

10 The next one is 378 which is a
11 grant agreement between Parks and Friends of
12 Garvey's Point Museum and Preserve.

13 LEGISLATOR WALKER: So moved.

14 LEGISLATOR BIRNBAUM: Second.

15 CHAIRMAN KOPEL: That motion is
16 made by Ms. Walker and seconded by
17 Ms. Birnbaum.

18 MS. KASO: Good afternoon, Tori
19 Kaso from the Parks Department. This is a
20 hotel motel tax grant agreement with Friends
21 of Garvey's Point Museum and Preserve for
22 \$16,000 for ongoing operating and program
23 support. Specifically this is going towards
24 projects related to the geological storage
25 of geological and archeological collections.

1 Finance Committee/10-7-19

2 CHAIRMAN KOPEL: Do we have any
3 questions from the Legislature?

4 (No verbal response.)

5 Is there any public comment?

6 Mr. Budnick.

7 MR. BUDNICK: Making it quick as
8 always. I'd like to try to see a copy of
9 this agreement as well as the agreement with
10 the Friends of Cedarmere. Thank you very
11 much and God bless you for having to put up
12 with me.

13 CHAIRMAN KOPEL: Do we have
14 anyone else?

15 (No verbal response.)

16 All those in favor of this item?

17 (Aye.)

18 Those opposed?

19 (No verbal response.)

20 The item passes unanimously.

21 Number 379 is a transfer of
22 appropriations.

23 LEGISLATOR MCKEVITT: So moved.

24 LEGISLATOR LAFAZAN: Second.

25 CHAIRMAN KOPEL: That motion is

1 Finance Committee/10-7-19

2 made by Mr. McKevitt and seconded by Mr.
3 Lafazan.

4 MS. LAURAIN: Good afternoon.
5 MaryEllen Laurain, Department of Health.

6 Item 379-19 is a board transfer.
7 100 percent funded through New York State
8 Department of Health. It is in the amount
9 \$608. Has no impact on the budget.

10 CHAIRMAN KOPEL: Do we have any
11 questions?

12 (No verbal response.)

13 Is there any public comment?

14 (No verbal response.)

15 All those in favor signify by
16 saying aye.

17 (Aye.)

18 Any opposed?

19 (No verbal response.)

20 That's unanimous. Thank you.

21 380 is another transfer of
22 appropriations.

23 LEGISLATOR DRUCKER: So moved.

24 LEGISLATOR BIRNBAUM: Second.

25 CHAIRMAN KOPEL: That is made by

1 Finance Committee/10-7-19

2 Mr. Drucker and seconded by Ms. Birnbaum.

3 MS. LAURAIN: MaryEllen Laurain,
4 Department of Health. Item 380-19 is a
5 board transfer in the amount of \$2,225. It
6 does not have any impact on the budget as
7 it's 100 percent grant funded and it's to
8 maximize grant reimbursement.

9 CHAIRMAN KOPEL: Do we have any
10 questions?

11 (No verbal response.)

12 Is there any public comment?

13 (No verbal response.)

14 All those in favor signify by
15 saying aye.

16 (Aye.)

17 Any opposed?

18 (No verbal response.)

19 That's unanimous. Thank you.

20 381, is that yours as well?

21 LEGISLATOR MCKEVITT: So moved.

22 LEGISLATOR WALKER: Second.

23 CHAIRMAN KOPEL: That motion is
24 made by Mr. McKevitt and seconded by
25 Ms. Walker. Go ahead.

1 Finance Committee/10-7-19

2 MS. LAURAIN: Good afternoon.

3 MaryEllen Laurain, Department of Health.

4 Item 381-19 is a board transfer.

5 It's 100 percent funded through New York

6 State Department of Health. It's in the

7 amount of \$400. Again, it's to maximize

8 grant reimbursement.

9 CHAIRMAN KOPEL: Do we have any
10 questions?

11 (No verbal response.)

12 Is there any public comment?

13 (No verbal response.)

14 All those in favor?

15 (Aye.)

16 Those opposed?

17 (No verbal response.)

18 That's unanimous.

19 Number 386 is another transfer of
20 appropriations. Motion?

21 LEGISLATOR WALKER: So moved.

22 LEGISLATOR MUSCARELLA: Second.

23 CHAIRMAN KOPEL: Moved by Ms.

24 Walker, seconded by Mr. Muscarella.

25 MS. LAURAIN: Good afternoon.

1 Finance Committee/10-7-19

2 MaryEllen Laurain, Department of Health.

3 Item 386-19 is a board transfer
4 in the amount of \$15,000. It's 100 percent
5 funded through New York State Department of
6 Health, approved by New York State
7 Department of Health, and it's to maximize
8 grant reimbursement.

9 CHAIRMAN KOPEL: Do we have any
10 questions?

11 (No verbal response.)

12 Is there any public comment?

13 (No verbal response.)

14 All those in favor signify by
15 saying aye.

16 (Aye.)

17 Any opposed?

18 (No verbal response.)

19 That's unanimous. Thank you.

20 On the addendum, Mr. McKeivitt is
21 recusing himself from 382.

22 382 is a resolution making
23 certain determinations pursuant to SEQRA and
24 authorizing execution of a contract to
25 consummate the acquisition by the county of

1 Finance Committee/10-7-19

2 certain properties in the Hamlet of Wantagh,
3 section 56, block H, part of lot 81.

4 LEGISLATOR WALKER: So moved.

5 LEGISLATOR LAFAZAN: Second.

6 CHAIRMAN KOPEL: Moved by Ms.
7 Walker, seconded by Mr. Lafazan.

8 MR. GALLAGHER: Good afternoon.
9 Patrick Gallagher. I represent the
10 Department of Real Estate Services in this
11 transaction. It's an open space acquisition
12 in Wantagh.

13 As for consideration, we will be
14 paying \$325,000. \$315,000 of that is from
15 the open space fund and an additional
16 consideration of \$10,000 is from 3TC, the
17 design builders of the Long Island Railroad
18 who agreed to provide us with additional
19 consideration to compensate us for the loss
20 of open space in a related sale that was
21 approved during the last time.

22 CHAIRMAN KOPEL: How is the space
23 used now?

24 MR. GALLAGHER: It was a recharge
25 basin. We sold off a small recharge basin.

1 Finance Committee/10-7-19

2 CHAIRMAN KOPEL: So it's vacant.
3 How much money is left in the open space
4 fund?

5 MR. GALLAGHER: It's my
6 understanding approximately \$1.8 million but
7 I need to confirm that.

8 CHAIRMAN KOPEL: Do we have any
9 questions?

10 (No verbal response.)

11 Is there any public comment?

12 (No verbal response.)

13 All those in favor signify by
14 saying aye.

15 (Aye.)

16 Those opposed?

17 (No verbal response.)

18 That's unanimous. Please invite
19 Mr. McKevitt back.

20 MR. GALLAGHER: Thank you very
21 much.

22 CHAIRMAN KOPEL: Number 385 is to
23 authorize the execution a tax exemption
24 agreement between the county of Nassau and
25 Woodbridge at Farmingdale II, LP.

1 Finance Committee/10-7-19

2 LEGISLATOR WALKER: So moved.

3 LEGISLATOR BIRNBAUM: Second.

4 CHAIRMAN KOPEL: Moved by Ms.

5 Walker, seconded by Ms. Birnbaum.

6 MR. HUMMEL: Good afternoon, Ted

7 Hummel from the County Attorney's Office.

8 This is a resolution to improve execution of

9 a tax exemption agreement for senior

10 affordable housing in Farmingdale.

11 The property is currently the

12 beneficiary of a tax exemption that was

13 granted by the Legislature 15 years ago.

14 It's due to expire.

15 This is a renewal pursuant to the

16 private housing finance law for 25 years.

17 Counsel for the developer and representative

18 from the developer are both here to answer

19 any questions you may have about the project

20 itself.

21 CHAIRMAN KOPEL: The exemption is

22 the same amount as it was previously?

23 MR. HUMMEL: No there are

24 payments in lieu of taxes that --

25 CHAIRMAN KOPEL: I'm sorry, the

1 Finance Committee/10-7-19

2 pilot would be the same as previously?

3 MR. HUMMEL: No. The pilot will
4 escalate over the 25 year term of the
5 renewal. Dan Baker, counsel for the
6 developer, and the developer are also here.
7 This was negotiated with the assessor's
8 office, they can answer any questions you
9 may have.

10 MR. BAKER: Good afternoon.
11 Daniel Baker, Certilman, Balin, Adler &
12 Hyman, 90 Merrick Avenue, East Meadow, NY,
13 11554. Any questions we certainly could
14 answer.

15 CHAIRMAN KOPEL: So the pilots
16 will be escalating over the term?

17 MR. BAKER: Yes, they will be
18 escalating considerably. The first
19 escalation is the start of the new agreement
20 which will be more than \$20,000 from what's
21 being paid now. Then approximately ten or
22 so thousand dollars every couple of years
23 thereafter.

24 CHAIRMAN KOPEL: What would be
25 the consequence of us not doing this?

1 Finance Committee/10-7-19

2 MR. BAKER: The consequence would
3 be that the taxes would now be assessed at a
4 market rate rather than the rate as
5 prescribed under the private housing finance
6 law which allows it to keep it down which in
7 turn keeps the rent for the seniors living
8 there down.

9 CHAIRMAN KOPEL: So what you're
10 saying is that the consequence would be that
11 the senior citizens that are there now would
12 not be able to afford it?

13 MR. BAKER: Absolutely correct.

14 CHAIRMAN KOPEL: Do we have any
15 other questions?

16 (No verbal response.)

17 Is there any public comment?

18 (No verbal response.)

19 All those in favor signify by
20 saying aye.

21 (Aye.)

22 Those opposed?

23 (No verbal response.)

24 That's unanimous. Motion to
25 adjourn.

1 Finance Committee/10-7-19
2 LEGISLATOR MUSCARELLA: So moved.
3 LEGISLATOR WALKER: Second.
4 CHAIRMAN KOPEL: Mr. Muscarella
5 moves to adjourn, Ms. Walker agrees to
6 adjourn. All those in favor of adjourning?
7 (Aye.)
8 Any opposed?
9 (No verbal response.)
10 I guess we are back to Rules.
11 (Whereupon, the Finance Committee
12 adjourned at 3:25 p.m.)
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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby stated:

THAT I attended at the time and place
above mentioned and took stenographic record
of the proceedings in the above-entitled
matter;

THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this 24th day of October, 2019.

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

HEALTH AND SOCIAL SERVICES COMMITTEE

ROSE MARIE WALKER,
Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2019
2:46 P.M

1

2 A P P E A R A N C E S:3 ROSE MARIE WALKER,
4 Chairwoman5 JAMES KENNEDY,
6 Vice Chairman

7 LAURA SCHAEFER

8 C. WILLIAM GAYLOR, III
9 (Substituted by Thomas McKeivitt)10 DELIA DeRIGGI-WHITTON,
11 Ranking

12 ARNOLD DRUCKER

13 JOSHUA LAFAZAN

14 MICHAEL PULITZER,
15 Clerk of the Legislature

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LIST OF SPEAKERS

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1 Health Committee/10-7-19

2 CHAIRWOMAN WALKER: At this time
3 I'll call the Health and Social Services
4 Committee to order. I will ask the clerk to
5 call the roll.

6 CLERK PULITZER: Legislator
7 Joshua Lafazan?

8 LEGISLATOR LAFAZAN: Here.

9 CLERK PULITZER: Legislator
10 Arnold Drucker?

11 LEGISLATOR DRUCKER: Here.

12 CLERK PULITZER: Ranking Member
13 Delia DeRiggi-Whitton?

14 LEGISLATOR DERIGGI-WHITTON: Here.

15 CLERK PULITZER: Substituting for
16 Legislator C. William Gaylor III will be
17 Thomas McKeivitt?

18 LEGISLATOR MCKEVITT: Here.

19 CLERK PULITZER: Legislator Laura
20 Schaefer?

21 LEGISLATOR SCHAEFER: Here.

22 CLERK PULITZER: Vice Chairman
23 James Kennedy?

24 LEGISLATOR KENNEDY: Here.

25 CLERK PULITZER: Chairwoman

1 Health Committee/10-7-19

2 Rosemarie Walker?

3 CHAIRWOMAN WALKER: Here.

4 CLERK PULITZER: We have a
5 quorum, ma'am.

6 CHAIRWOMAN WALKER: Thank you.

7 There are four items on the original agenda
8 today. Those four items are clerk item
9 387-19, 388-19, 389-19 and 390-19. They are
10 all ordinances supplemental to the annual
11 appropriation ordinance in connection with
12 the Department of Human Services.

13 Can I have a motion?

14 LEGISLATOR SCHAEFER: So moved.

15 LEGISLATOR LAFAZAN: Second.

16 CHAIRWOMAN WALKER: Moved by
17 Legislator Schaefer, seconded by Legislator
18 Lafazan.

19 MR. HALL: Brian Hall, Human
20 Services. 387-19 is a supplemental
21 appropriation for our 2020 chemical
22 dependency service contracts. It's 100
23 percent obviously granted; \$22,900,000.

24 CHAIRWOMAN WALKER: Any questions
25 for Mr. Hall from the legislators?

1 Health Committee/10-7-19

2 (No verbal response.)

3 Any public comment?

4 Mr. Budnick.

5 MR. BUDNICK: John Joseph
6 Budnick, 122 Von Huenfeld, Massapequa Park.

7 Once again I note, our County
8 Executive and some group of committees she's
9 got, has produced recommendations on the
10 opioid crisis in this county.

11 I would respectfully request
12 somebody fill us in on how these proposed
13 supplemental ordinances connect to or flow
14 together with the proposals in that
15 particular document or otherwise are
16 involved in some overall plan for attacking
17 the incidents of opioid abuse and death in
18 this county.

19 Once again, I most respectfully
20 submit that some entity similar to the
21 Michael Impotito Memorial Topic House for in
22 patient, drug and alcohol abuse placement,
23 not only for the basis and the need of that
24 treatment, but also as a potential item to
25 be used as an alternate to incarceration be

1 Health Committee/10-7-19
2 considered by this agency and be considered
3 by the agencies of county government. Thank
4 you very much.

5 CHAIRWOMAN WALKER: Thank you,
6 John. Any other public comment?

7 (No verbal response.)

8 Clerk item 388-19.

9 MR. HALL: 388-19 is a
10 supplemental appropriation for 2020 fiscal
11 year for Office of Mental Health for
12 \$3,537,000 for children and mental health
13 services.

14 CHAIRWOMAN WALKER: Any questions
15 or comments from the legislators?

16 (No verbal response.)

17 Any public comment?

18 (No verbal response.)

19 Clerk item 389-19.

20 MR. HALL: 389-19 is also from
21 the New York State Office of Mental Health,
22 \$13,788,000. That's for the adult mental
23 health programs.

24 CHAIRWOMAN WALKER: Any questions
25 or comments from the legislators?

1 Health Committee/10-7-19

2 (No verbal response.)

3 Any public comment?

4 (No verbal response.)

5 Clerk item 390-19.

6 MR. HALL: 390-19 is again a 2020
7 fiscal year from Oasis New York for the
8 Methadone Maintenance Treatment Program.

9 CHAIRWOMAN WALKER: Any questions
10 or comments from the legislators?

11 (No verbal response.)

12 Any public comment?

13 MS. MEREDAY: Meta J. Mereday.

14 My question, I just wanted to put it all
15 together once I heard all of them, I'm just
16 always concerned about where these numbers
17 are coming from and I know every one has to
18 come with tight budgets or, if these are
19 state funded, I'm just wondering if that was
20 the parameters in which these numbers were
21 generated as far as these resources, but as
22 it pertains to the Methadone clinic and kind
23 of growing up in a family unit that was
24 directly involved in addressing substance
25 abuse in our community, I'm just curious as

1 Health Committee/10-7-19

2 to what are the reports with regard to the
3 tracking, the rates of success, what are the
4 next steps for those clients, and what are
5 resources for those clients who cut down on
6 the recidivism with regard to these types of
7 scenarios.

8 Again, if we are not bringing
9 together all of the resources to help
10 address the problems at its origin, then we
11 will continue to have to find the resources
12 to address the problems on the other end.
13 I'm just curious as to who gets the report
14 at the end of the year with regard to these
15 programs.

16 What were the successes, where
17 were the weaknesses and what are the
18 recommendations -- again, there may be
19 resources in the community, not necessarily
20 funding resources, but there may be human
21 capital resources in the community that
22 we're not taking advantage of and we
23 continue to tap the same well and the
24 residents are straining at the bit with
25 regard to not being able to pay for these

1 Health Committee/10-7-19

2 taxes and for these costs.

3 That's why I'm asking. Is there
4 some type of reporting mechanism that we've
5 used, what the funding actually generated,
6 what worked, what didn't work, and what do
7 we plan to do differently and how can we go
8 about doing it?

9 CHAIRWOMAN WALKER: Mr. Hall, I'm
10 sure that you get reports and you look at
11 those reports. I know many times we asked.
12 But this has been a positive --

13 MR. HALL: Actually, I'm in the
14 fiscal area. I'm not looking at the reports
15 for the methadone treatment center. They do
16 file reports with the state constantly
17 throughout the year and the feds, and I'm
18 sure they file some with the county but I
19 don't have access to them.

20 CHAIRWOMAN WALKER: I would
21 gather other people in the health department
22 do, so we will find that out for sure.
23 Thank you. Mr. Budnick.

24 MR. BUDNICK: John Joseph
25 Budnick. My question generically is this.

1 Health Committee/10-7-19

2 As another speaker earlier mentioned, we
3 have a severe impaction of a large number of
4 children that have come into Nassau County
5 that are being cared for here and it would
6 be hoped that the resources that I see here
7 being provided to the county would be done,
8 or being involved in meeting various aspects
9 of human need that are brought forth by this
10 impaction of various districts in areas
11 within the county who need more mental
12 health, chemical dependency services. Thank
13 you.

14 CHAIRWOMAN WALKER: Any other
15 public comment on the legislators?

16 (No verbal response.)

17 We will vote on these four items,
18 all those in favor signify by saying aye.

19 (Aye.)

20 Any opposed?

21 (No verbal response.)

22 Any abstains?

23 (No verbal response.)

24 They will move on now to Finance.

25 We have one more item on our addendum which

1 Health Committee/10-7-19

2 I will need a motion to suspend the rules.

3 LEGISLATOR SCHAEFER: So moved.

4 LEGISLATOR DRUCKER: Second.

5 CHAIRWOMAN WALKER: Moved by

6 Legislator Schaefer, seconded by Legislator

7 Drucker. All those in favor of suspending

8 the rules signify by saying aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 Any abstain?

13 (No verbal response.)

14 We will move on.

15 Clerk item 197-19 is a proposed
16 law which is a local law to limit the sale
17 of flavored e-cigarettes and liquid nicotine
18 products sold in Nassau County.

19 Can I have a motion?

20 LEGISLATOR SCHAEFER: So moved.

21 LEGISLATOR DRUCKER: Second.

22 CHAIRWOMAN WALKER: Moved by

23 Legislator Schaefer, seconded by Legislator

24 Drucker. Anyone to speak on this? Would

25 you like to say something?

1 Health Committee/10-7-19

2 LEGISLATOR DRUCKER: I would like
3 to say something. I think we don't have
4 anyone because it came on as a late
5 addendum. But I just want to say that I
6 want to thank the Presiding Officer and the
7 majority for, as well as my fellow
8 colleagues on the minority caucus for
9 supporting this legislation. It's really
10 really important.

11 I want to thank every one for
12 recognizing the urgency of passing this bill
13 in order for us to get out in front of this
14 public health crisis that we now have and it
15 has arisen over the past few months.

16 With the data that's emerging
17 every day concerning the grave danger that
18 vaping is causing to our children and adults
19 as well, it's extremely gratifying to me
20 that this legislative body is acting in a
21 proactive way on this issue.

22 I'm proud to be a member of the
23 legislative body when it comes to the
24 welfare, health and welfare of our residents
25 that we act in a bipartisan way. So thank

1 Health Committee/10-7-19

2 you for that.

3 CHAIRWOMAN WALKER: Thank you.

4 It's very sad to see our children younger

5 and younger and younger are vaping today.

6 It's very scary.

7 LEGISLATOR DRUCKER: I want to

8 add one other thing. Maybe before we put it

9 up before the Full Leg consider an

10 amendment, only insofar as the department of

11 Consumer Affairs is responsible for the

12 enforcement of the recent bill that was

13 passed regarding the advertising of the

14 vaping.

15 Since they're involved in going

16 to all of the locations, we might want to

17 consider allowing them to do the enforcement

18 with respect to this bill as well because

19 they can kill two birds with one stone. We

20 might want to consider that perhaps counsel

21 on both sides can meet and talk about that.

22 CHAIRWOMAN WALKER: I was very

23 glad to see us raise the fines so on and so

24 forth. Many of these establishments that

25 sell to our young people, they were happy to

1 Health Committee/10-7-19

2 pay the fine and just keep on going because
3 they were making so much money they didn't
4 care about paying the fine.

5 Now, when we do do those things
6 and they are caught selling to underage
7 youngsters, the fine increases and increases
8 and they could face more penalties after
9 that. Mr. Budnick.

10 MR. BUDNICK: Thank you, Madam
11 Chairwoman Walker, and members of the
12 Legislature. I compliment you but I'm
13 speaking, as among other things, a director
14 of drug free Long Island which is having a
15 public meeting about this issue, Marjory
16 Post Community Center this Thursday at 7
17 p.m.

18 I point out to you that I
19 respectfully submit that unless this bill
20 requires the county licensing of those
21 entities which sell tobacco products and
22 these types of products, so that the county
23 can withdraw their license if they are found
24 to be continually in violation of the law,
25 that otherwise this law will be ineffective.

1 Health Committee/10-7-19

2 I also most respectfully will
3 suggest that consideration be given to
4 making the Nassau County Health Department
5 and perhaps even peace and police officers
6 who have jurisdiction here in the county
7 also be allowed to file information in local
8 criminal courts and to also take such
9 additional action as may be necessary
10 including pursuant to search warrants as may
11 be necessary to protect the health welfare
12 and safety of this county which should be
13 the paramount interest of the provisions
14 that we are looking at.

15 I can't tell from what I have
16 here what exactly the provisions that are
17 being contemplated currently are, but I
18 strongly suggest that you consider maybe
19 perhaps revising them and making the ability
20 to enforce broader than is currently
21 contemplated by the Consumer Affairs action.

22 My highest compliments to you
23 all. I just give you these suggestions as
24 an old former park ranger and Nassau County
25 Assistant District Attorney from 1974 to

1 Health Committee/10-7-19

2 1982 and graduate of the national college of
3 district attorneys. Thank you.

4 LEGISLATOR DRUCKER: Mr. Budnick,
5 the bill as is written right now includes
6 the Department of Health to be involved in
7 the enforcement. What I just talked about
8 was increasing expanding the enforcement by
9 including the department of Consumer
10 Affairs.

11 CHAIRWOMAN WALKER: Ms. Mereday.

12 MS. MEREDAY: I was going to
13 surprise you and actually stand up and say
14 my name and say I concur with Mr. Budnick
15 but you only get those kind of gifts during
16 the month of December when I celebrate my
17 birthday.

18 But quickly and briefly I do
19 agree with him, and I'm hoping again as we
20 are making all these necessary but in some
21 cases, sadly, grand gestures that we are
22 looking at the overall consequences, as for
23 myself being a 911 first responder, never
24 smoked, and had advocated in front of the
25 towns, which I'm always concerned there is a

1 Health Committee/10-7-19

2 committee for the towns and villages never
3 seems to have anything on it, this is truly
4 a concerted effort with the multiple
5 municipalities. As I said two weeks ago
6 when I finally got my voice back much to the
7 consternation of the Town of Hempstead, to
8 bring up the point that I challenged the
9 zoning applications that were passed through
10 the town for a number of these facilities
11 that now are continuing to sell these
12 products that were deemed and basically I
13 had elected officials tell me to my face
14 that, well, we feel that the store owners
15 will monitor the sales and that vaping is
16 safer than cigarettes and using marijuana.

17 Now, all of a sudden the studies
18 are supporting what those of us with
19 respiratory illness can tell you in a
20 heartbeat what are the dangers.

21 So it my hope that we are not
22 only looking at this from the broader sense
23 from the enforcement standpoint and giving
24 these agencies and departments the
25 resources. You keep putting out these memos

1 Health Committee/10-7-19

2 and declarations and reforms, but you do not
3 give them the resources to do the additional
4 jobs.

5 This is going to require
6 additional work, particularly in the South
7 Shore where we already have a number of
8 vacant store fronts.

9 So if this particular product is
10 the leading sales item and those businesses
11 in fact go under, then the local areas once
12 again are going to be blighted. Because
13 most of the zoning and requirements for
14 these buildings were passed for South Shore
15 communities.

16 If you do a survey, just do a
17 random survey comparing the number of vaping
18 facilities, locations, and ad hoc
19 storefronts that sell these products in the
20 north shore versus the south shore, I will
21 bet you dollars to donuts that the south
22 shore significantly outnumbered them.

23 Once these are additionally empty
24 buildings, then what is going to address
25 that tax deficit unless you're once again

1 Health Committee/10-7-19
2 going to cut services, raise fees and raise
3 property taxes and that's just going to
4 increase the zombie houses that we have to
5 pay on a regular basis to have them bordered
6 up with neighbors that are trying to sell
7 their homes and have a hot mess next to
8 them.

9 Again, if you are going to make
10 these judgement calls, make these decisions
11 put all of viable resources in place and
12 let's see something on the towns and
13 villages platform for a change. Thank you.

14 CHAIRWOMAN WALKER: Thank you.
15 Any other public comment or legislators?

16 (No verbal response.)

17 All those in favor of Clerk Item
18 197-19 signify by saying aye.

19 (Aye.)

20 Those opposed?

21 (No verbal response.)

22 Any abstentions?

23 (No verbal response.)

24 Then this will also move on to
25 the Rules Committee. There is no other

1 Health Committee/10-7-19
2 business before us. May I have a motion to
3 adjourn?

4 LEGISLATOR KENNEDY: So moved.

5 LEGISLATOR LAFAZAN: Second.

6 CHAIRWOMAN WALKER: Moved by
7 Legislator Kennedy, seconded by Legislator
8 Lafazan. All those in favor of adjourning
9 signify by saying aye.

10 (Aye.)

11 The committee is adjourned.

12 Finance is next.

13 (Whereupon, the Health and Social
14 Services Committee adjourned at 3:05 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby stated:

THAT I attended at the time and place
above mentioned and took stenographic record
of the proceedings in the above-entitled
matter;

THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this 24th day of October, 2019.

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

PLANNING, DEVELOPMENT AND THE
ENVIRONMENT COMMITTEE

LAURA SCHAEFER, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2019
2:20 P.M

1

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

3

4 LAURA SCHAEFER,
 Chairwoman5 THOMAS MCKEVITT,
 Vice Chairman

6

STEVEN RHOADS

7

DENISE FORD

8

9 ARNOLD DRUCKER,
 Ranking

10 CARRIE SOLAGES

11 SIELA BYNOE

12 MICHAEL PULITZER,
 Clerk of the Legislature

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LIST OF SPEAKERS

PATRICK GALLAGHER 6
JOHN BUDNICK 9

1 Planning & Development /10-7-19

2 CHAIRWOMAN SCHAEFER: At this
3 time I will call the Planning, Development
4 and Environment Committee to order. Clerk,
5 please call the roll.

6 CLERK PULITZER: Planning,
7 Development and Environment Committee.
8 Legislator Carrie Solages?

9 LEGISLATOR SOLAGES: Here.

10 CLERK PULITZER: Legislator Siela
11 Bynoe?

12 LEGISLATOR BYNOE: Here.

13 CLERK PULITZER: Ranking Member
14 Arnold Drucker?

15 LEGISLATOR DRUCKER: Here.

16 CLERK PULITZER: Legislator
17 Denise Ford?

18 LEGISLATOR FORD: Here.

19 CLERK PULITZER: Legislator
20 Steven Rhoads?

21 LEGISLATOR RHOADS: Present.

22 CLERK PULITZER: Vice Chairman
23 Thomas McKeivitt?

24 LEGISLATOR MCKEVITT: Here.

25 CLERK PULITZER: Chairwoman Laura

1 Planning & Development /10-7-19

2 Schaefer?

3 CHAIRWOMAN SCHAEFER: Here.

4 CLERK PULITZER: We have a
5 quorum.

6 CHAIRWOMAN SCHAEFER: Thank you.
7 We have an addendum to this agenda.

8 May I have a motion to suspend
9 the rules, please?

10 LEGISLATOR FORD: So moved.

11 LEGISLATOR RHOADS: Second.

12 CLERK PULITZER: So moved by
13 Legislator Ford, seconded by Legislator
14 Rhoads. All in favor say aye.

15 (Aye.)

16 So the rules have been suspended.

17 There is one item on the agenda,
18 Clerk Item 382-19, a resolution making
19 certain determinations pursuant to the State
20 Environmental Quality Review Act and
21 authorizing the County Executive on behalf
22 of the County of Nassau to execute a lease
23 agreement, between the County of Nassau to
24 execute a contract of sale between the
25 County of Nassau and Dao Realty Corp., and

1 Planning & Development /10-7-19
2 to execute all pertinent documents in
3 connection therewith to consummate the
4 acquisition by the county of certain
5 premises located in the Hamlet of Wantagh,
6 Town of Hempstead, County of Nassau, State
7 of New York, said real property known as
8 Section 56, Block H, part of Lot 81 on the
9 land and tax map of the County of Nassau.

10 May I have a motion?

11 LEGISLATOR RHOADS: So moved.

12 LEGISLATOR SOLAGES: Second.

13 CHAIRWOMAN SCHAEFER: Moved by
14 Legislator Rhoads, seconded by Legislator
15 Solages. All in favor signify by saying
16 aye.

17 (Aye.)

18 I just want to note on the record
19 that Legislator McKeivitt has recused
20 himself.

21 MR. GALLAGHER: Good afternoon,
22 legislators. I'm Patrick Gallagher from the
23 office of the County Attorney. I represent
24 the department of real estate services in
25 this transaction.

1 Planning & Development /10-7-19

2 This is an open space acquisition
3 of approximately a half acre parcel in
4 Wantagh which is adjacent to the west to
5 county owned open space, and to the north to
6 a county park. It acts as a nice bridge
7 between the two lands and adds a larger
8 footprint to both of the properties.

9 CHAIRWOMAN SCHAEFER: Thank you.
10 Any debate or discussion? Legislator
11 Rhoads.

12 LEGISLATOR RHOADS: Just to
13 provide a little additional background.
14 This particular property adjoints the
15 railroad museum in Wantagh.

16 The land that's being acquired
17 was actually the subject of an attempt
18 probably about ten years ago to build a
19 condominium complex.

20 Open space on the South Shore is
21 pretty rare and open space next to an
22 existing county facility is even more rare.

23 This provides an excellent
24 opportunity for the county to be able to add
25 to the land that it has for the railroad

1 Planning & Development /10-7-19

2 museum which is often used for different
3 festivals, fares, and at the same time
4 preserve that space as open space for the
5 benefit of the residents of Nassau County.

6 CHAIRWOMAN SCHAEFER: Any other
7 legislators have any other comments?
8 Legislator Drucker.

9 LEGISLATOR DRUCKER: Can you tell
10 us how you arrived at the price that you
11 did, the \$325,000?

12 MR. GALLAGHER: We had an
13 appraisal performed on it and it was in line
14 with the appraisal. Actually the property
15 was actually appraised for slightly more
16 than what we are actually going to pay for
17 it.

18 LEGISLATOR DRUCKER: Did you base
19 it on comparable types of properties?

20 MR. GALLAGHER: Yes, that was one
21 of the methods of valuation.

22 LEGISLATOR DRUCKER: Okay. Thank
23 you.

24 CHAIRWOMAN SCHAEFER: Any other
25 legislators?

1 Planning & Development /10-7-19

2 (No verbal response.)

3 Is there any public comment?

4 MR. BUDNICK: John Joseph
5 Budnick, 122 VonHuenfeld Street, Massapequa
6 Park. Madam chair, I just have one
7 question. Why is this going to DAO Realty,
8 instead of -- is that a nonprofit or a tax
9 exempt or what?

10 I don't comprehend how the
11 conveyance to DAO Realty will actually
12 augment and benefit the adjoining Wantagh
13 railroad museum. Thank you.

14 CHAIRWOMAN SCHAEFER:
15 Mr. Gallagher, can you comment on that?

16 MR. GALLAGHER: Yes, I can.
17 Mr. Budnick, they're actually the sellers,
18 we're the buyers. The county is buying the
19 property not DAO Realty.

20 CHAIRWOMAN SCHAEFER: Thank you.
21 Any other comments or questions?

22 (No verbal response.)

23 All those in favor of passing
24 382-19 signify by saying aye.

25 (Aye.)

1 Planning & Development /10-7-19

2 Those opposed?

3 (No verbal response.)

4 The item passes unanimously.

5 Thank you, Mr. Gallagher. There is no other
6 business before this committee can I have a
7 motion to adjourn?

8 LEGISLATOR FORD: So moved.

9 LEGISLATOR BYNOE: Second.

10 CHAIRWOMAN SCHAEFER: Moved by
11 Legislator Ford, seconded by Legislator
12 Bynoe. All those in favor signify by saying
13 aye.

14 (Aye.)

15 We are adjourned. Public works
16 is next.

17 (Whereupon, the Planning,
18 Development and Environment Committee
19 adjourned at 2:26 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
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THAT I attended at the time and place
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THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this _____ day of _____,
2019.

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

PUBLIC SAFETY COMMITTEE

DENISE FORD, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2018
2:00 P.M

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

DENISE FORD,
Chairwoman

STEVE RHOADS,
Vice Chairman

VINCENT MUSCARELLA

JOHN R. FERRETTI

DELIA DERIGGI-WHITTON,
Ranking

SIELA BYNOE

DEBRA MULE

MICHAEL PULITZER
Clerk of the Legislature

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LIST OF SPEAKERS

VICKI CORDOVA	5
JOHN BUDNICK	6
META MEREDAY	14

1 Public Safety Committee/10-7-19

2 CHAIRWOMAN FORD: At this time I
3 will call the Public Safety Committee to
4 order and ask the clerk to call the roll.

5 CLERK PULITZER: Thank you, Madam
6 Chairwoman. Public Safety roll call.
7 Legislator Debra Mule?

8 LEGISLATOR MULE: Here.

9 CLERK PULITZER: Legislator Siela
10 Bynoe?

11 LEGISLATOR BYNOE: Here.

12 CLERK PULITZER: Ranking Member
13 Delia DeRiggi-Whitton?

14 LEGISLATOR DERIGGI-WHITTON:
15 Here.

16 CLERK PULITZER: Legislator John
17 Ferretti, Jr.?

18 LEGISLATOR FERRETTI: Here.

19 CLERK PULITZER: Legislator
20 Vincent Muscarella?

21 LEGISLATOR MUSCARELLA: Here.

22 CLERK PULITZER: Vice Chairman
23 Legislator Rhoads?

24 LEGISLATOR RHOADS: Present.

25 CLERK PULITZER: Chairwoman

1 Public Safety Committee/10-7-19

2 Denise Ford?

3 CHAIRWOMAN FORD: Here.

4 CLERK PULITZER: We have a
5 quorum, ma'am.

6 CHAIRWOMAN FORD: There are three
7 items on the agenda today which are Clerk
8 Items 383-19, 384-19, and 396-19.

9 Clerk Items 383 and 384-19 are
10 ordinances supplemental to the annual
11 appropriation ordinance in connection with
12 the District Attorney's Office.

13 May I have a motion?

14 LEGISLATOR RHOADS: So moved.

15 LEGISLATOR MUSCARELLA: Second.

16 CHAIRWOMAN FORD: Moved by
17 Legislator Rhoads, seconded by Legislator
18 Muscarella. The items are before us

19 MS. CORDOVA: Hi. Vicki Cordova
20 for the District Attorney's Office. We
21 would like to supplementally appropriate two
22 grants that were awarded to us. The first
23 one being Project Safe Neighborhood in the
24 amount of \$125,112 rounded.

25 This is to fund contracts and

1 Public Safety Committee/10-7-19
2 things we are going to have with outside
3 agencies, Council for Unity, Peacemakers,
4 and things that Project Safe Neighborhood
5 has funded in the past which we haven't had
6 for a few years.

7 The second one is a continuing
8 grant that we have had for our Aids
9 Prosecution Program. It is awarded from the
10 New York State Division of Criminal Justice
11 Services. That is for funding our
12 prosecutors for high crime and repeat
13 violent and serious felony offenders.

14 CHAIRWOMAN FORD: Any debate or
15 discussion?

16 (No verbal response.)

17 Any public comment? Mr. Budnick.

18 MR. BUDNICK: I think all of
19 these are meritorious to put it mildly.
20 There are a number of issues that must be
21 kept in the front of our mind about what is
22 going to be happening in the criminal
23 justice system of this county.

24 As of January 1st when the "ball
25 reform" and "discovery form" comes into

1 Public Safety Committee/10-7-19
2 effect and that the District Attorney's
3 Office will be needing an unknown amount of
4 additional resources and funding to be able
5 to comply with the requirements of both of
6 those laws.

7 There is a special need that does
8 not even exist right now in the county and
9 that is for the criminal justice agency to
10 be prepared and equipped and able to send
11 out notifications to defendants that they
12 have failed to appear and must appear in
13 court.

14 Because bench warrants can no
15 longer be issued for nonappearance after
16 January 1st under the new law unless a
17 notification goes out by a criminal justice
18 agency; non exists in Nassau County at this
19 point.

20 Also it is respectfully submitted
21 that there is a severe need for the
22 recreation of a criminal justice
23 coordinating council including a District
24 Attorney's Office, police legislative input
25 and also input and presence of the Nassau

1 Public Safety Committee/10-7-19
2 County probation department, fire marshal's
3 office, et cetera, so we can coordinate what
4 is going to be needed and what is going to
5 be provided.

6 Because the District Attorney's
7 Office after January 15th will have to be
8 sending out all the agency materials to
9 defendants that are provided to the District
10 Attorney's Office under the Automatic
11 Discovery Law.

12 There are many additional needs
13 that need to be addressed and I compliment
14 the District Attorney's Office on doing what
15 it's been doing, but very soon unless there
16 is immediate action taken, we may be facing
17 a criminal justice system emergency in this
18 county. Thank you very much.

19 CHAIRWOMAN FORD: Thank you. I'm
20 sure the DA is quite aware of what's coming
21 down the line because I was in a meeting
22 with her and she made some comments looking
23 forward to January 1st.

24 But it is something that we will
25 address with her because I think it's going

1 Public Safety Committee/10-7-19
2 to be a big change for us everywhere but
3 thank you.

4 MR. BUDNICK: As always my
5 highest compliments to the members of this
6 outstanding Legislative assembly.

7 CHAIRWOMAN FORD: Thank you very
8 much, sir. All those in favor of passing
9 these items please signify by saying aye.

10 (Aye.)

11 Those opposed?

12 (No verbal response.)

13 The item passes unanimously.

14 Before I go on we are going to
15 suspend the rules. Before I call Item 396,
16 I'm going to go ahead and suspend the rules
17 since we have the representative here.

18 May I have a motion to suspend
19 the rules?

20 LEGISLATOR MUSCARELLA: So moved.

21 LEGISLATOR BYNOE: Second.

22 CHAIRWOMAN FORD: Moved by
23 Legislator Muscarella, seconded by
24 Legislator Bynoe. The rules are suspended.

25 Clerk Item 398-19 is an ordinance

1 Public Safety Committee/10-7-19
2 supplemental to an appropriation ordinance
3 in connection with the Office of the
4 District Attorney.

5 May I have a motion?

6 LEGISLATOR BYNOE: So moved.

7 LEGISLATOR MULE: Second.

8 CHAIRWOMAN FORD: Moved by
9 Legislator Bynoe, seconded by Legislator
10 Mule. You are up again.

11 MS. CORDOVA: Vicki Cordova,
12 District Attorney's Office. We are
13 requesting a supplemental appropriation of
14 \$180,000 to be received from the US
15 department of justice bureau of justice
16 assistance for the District Attorney
17 Hempstead Zone Prosecution Grant.

18 We are going to be hiring two new
19 criminal analysts to do this kind of work
20 and be funded by this grant.

21 CHAIRWOMAN FORD: Very
22 interesting. Any debate or discussion?
23 Yes, go ahead.

24 LEGISLATOR DERIGGI-WHITTON:
25 What exactly is the zone focused, what

1 Public Safety Committee/10-7-19

2 exactly is a zone focused prosecution?

3 MS. CORDOVA: Well, I can read
4 you what's on here because I did not apply
5 for this grant. It will provide funding for
6 a community-based initiative to reduce crime
7 by using a zone focused prosecution model.
8 The twin goals of the program are to reduce
9 violent crime and improve public safety.

10 To meet those goals, the NCDA's
11 Hempstead Zone Prosecution Program is
12 designed to test promising crime prevention,
13 response and reduction practices, implement
14 evidence based interventions, improve
15 effectiveness and efficiencies of the NCDA'S
16 processes and procedures.

17 It's a zone prosecution meaning
18 it's just the Hempstead zone that they are
19 concentrating on being that that's a heavily
20 crimed area.

21 LEGISLATOR DERIGGI-WHITTON: Is
22 it the town or Village of Hempstead?

23 MS. CORDOVA: Village.

24 LEGISLATOR DERIGGI-WHITTON:
25 I'm trying to understand what you're doing

1 Public Safety Committee/10-7-19

2 here. You're going to be going in and doing
3 like preventative work?

4 MS. CORDOVA: There is going to
5 be crime analysts going in and studying all
6 the different things going on within there
7 and trying to work with all these different
8 agencies, gang investigation unit and
9 community prosecution staff.

10 They're all going to be meeting
11 just to see how they can target prosecuting
12 things in the high crime zone of the
13 Hempstead Village.

14 I'm not 100 percent sure. If you
15 need further information I can check into it
16 and get back to you.

17 CHAIRWOMAN FORD: That would be
18 perfect. I understand. I would think that
19 the whole point of that would be to go into
20 this with the crime analyst and find out
21 what the crimes -- in the hopes, I would
22 guess, of trying to reduce the amount of
23 crimes, especially violent crimes. And I
24 would be curious then to know if this is
25 modeled after any type of other program

1 Public Safety Committee/10-7-19

2 maybe in other areas of the country or the
3 state, maybe they have it in New York City.
4 Since this is a committee, I think maybe for
5 the Full Leg, I think we would like to have
6 more information.

7 I'm going to look at the back up
8 and if you can send it over, that would be
9 wonderful.

10 MS. CORDOVA: I would have to
11 check with the people that applied for this.

12 CHAIRWOMAN FORD: I understand.
13 You are filling in.

14 MS. CORDOVA: Being that this is
15 a brand new grant for the office and not 100
16 percent sure --

17 CHAIRWOMAN FORD: Yes, so it's
18 brand new?

19 MS. CORDOVA: Yes.

20 CHAIRWOMAN FORD: Well, they're
21 starting somewhere which I think is very
22 good. I think if we can get a little bit
23 more information, I think that would be
24 absolutely perfect. Do you agree?

25 LEGISLATOR DERIGGI-WHITTON: I

1 Public Safety Committee/10-7-19

2 know we didn't name the grant or anything
3 but it sounds like it would be better if it
4 was a zone crime prevention program, but to
5 say a zone prosecution, I want to make sure
6 it's not --

7 MS. CORDOVA: That's what the
8 grant is called. As a prosecuting office,
9 we applied for the grant.

10 LEGISLATOR DERIGGI-WHITTON: It
11 makes it seem like we are entrapping a
12 little.

13 MS. CORDOVA: Again, I will get
14 more information on this.

15 CHAIRWOMAN FORD: Any public
16 comment?

17 MS. MEREDAY: Meta J. Mereday,
18 Baldwin resident. My question, and I'm glad
19 that someone asked the question with regard
20 to the wording in that statement.

21 I'm hoping that while you're
22 looking for this type of grant, because we
23 do have high incidents of crime in certain
24 locations, I'm hoping that we're also
25 looking into grants that will address the

1 Public Safety Committee/10-7-19
2 issues and the socioeconomic impacts that
3 lead to those types of scenarios
4 considering, for example, the number of
5 children that were to surreptitiously,
6 allocated to the Village of Hempstead with
7 no resources and no support which were
8 almost eight to ten times higher than any
9 other community including the neighboring
10 communities.

11 When you give over 400 children
12 in one community with no resources and where
13 I live borders, that community, and I think
14 we got all of 14.

15 So if we're going to be looking
16 at how we're zoning prosecution, let's look
17 at how we are zoning resources and support
18 systems to reinforce the needs of these over
19 stretched communities that are struggling
20 and they continue to not have their voices
21 heard by this body. But, in many cases.
22 Have some the hardest working and most
23 committed residents that you will find.

24 As we are looking at that and
25 looking at how we picture and capture and

1 Public Safety Committee/10-7-19

2 name the types of things we are putting out
3 and the statements we are putting out in
4 these communities, let's think about that.
5 Let's just think about that. Let's take a
6 second and think about that.

7 Because if you're just having
8 criminal analysts to come in and do what?
9 How is that going to identify the agents of
10 change that are going to make it better in
11 those communities, or is this going to
12 increase the number of people who are in our
13 prison system, again, with no resources and
14 no chance to make a difference in those same
15 communities?

16 So, yes, I do have a problem and
17 I did want to stand up and say something
18 about it.

19 But, again, it's up to all of you
20 to make those decisions, make those choices,
21 and when you make those statements to the
22 public, just think about the public to which
23 you are making those statements to. Thank
24 you.

25 CHAIRWOMAN FORD: Thank you. But

1 Public Safety Committee/10-7-19
2 we are not making the statements we are
3 responding to a grant. I think like one of
4 the previous items it that was just passed
5 was that we are working with community
6 groups. So the DA does do advocacy within
7 the neighborhoods as well to try to work
8 with a lot of our local groups, civic
9 groups, maybe even religious group to help.

10 I think we don't agree
11 necessarily with the wording of what this
12 grant is saying, but I think instead of
13 passing up the opportunity just because of
14 the wording of it, I think with the DA going
15 after this, hopefully with this money, and
16 maybe if it is something that is not good
17 for the community over all, by their working
18 on it, going into the neighborhood and it's
19 not working the way we feel it should be
20 working, I'm sure the DA will make it a
21 point to say, this is not good parameters.
22 It should be changed because it's sending
23 the wrong message and having them work on
24 something that would not be beneficial to
25 the residents there in the Village of

1 Public Safety Committee/10-7-19

2 Hempstead. I firmly feel the DA work
3 towards that.

4 MS. MEREDAY: I agree with that
5 too, I'm just making the statement that
6 there are people living in the village and
7 they're not just numbers. The majority of
8 them are law abiding citizens.

9 CHAIRWOMAN FORD: Without a
10 doubt.

11 MS. MEREDAY: So we are in
12 agreement.

13 CHAIRWOMAN FORD: 100 percent.
14 Thank you.

15 All those in passing this item
16 please signify by saying aye.

17 (Aye.)

18 Those opposed?

19 (No verbal response.)

20 The item passes. Thank you very
21 much.

22 Now we are going to go back.
23 Clerk Item 396-19 is a resolution directing
24 Nassau County to continue the Nassau County
25 Community College tuition assistance program

1 Public Safety Committee/10-7-19
2 for volunteer fire fighters, ambulance
3 workers and auxiliary police regardless of
4 funding source.

5 May I have a motion?

6 LEGISLATOR RHOADS: So moved.

7 LEGISLATOR FERRETTI: Second.

8 CHAIRWOMAN FORD: Moved by
9 Legislator Rhoads, seconded by Legislator
10 Ferretti. The item is before us.

11 Nassau County volunteer
12 firefighters, volunteer ambulance workers
13 and auxiliary police officers sacrifice
14 their personal time to protect the health,
15 safety, and well being of the communities
16 that they serve.

17 The members of these emergency
18 service groups play a vital role in Nassau
19 County and in 2009 as a thank you to
20 existing members and to recruit additional
21 volunteers, the Nassau County Legislature
22 created the Nassau County Community College
23 tuition assistance program for volunteer
24 fire fighters, volunteer ambulance workers,
25 and auxiliary police.

1 Public Safety Committee/10-7-19

2 This program administered by the
3 Office of Emergency Management provides
4 tuition assistance to eligible members to
5 attend Nassau Community College to the
6 extent that OEM identified and obtained
7 grant funds.

8 In 2018, in the threat of a loss
9 of funding, this Legislature passed
10 legislation requiring the county to fund
11 this tuition assistance program to the
12 extent funding is not available to for the
13 2018, 2019 school year.

14 Today the resolution before the
15 Public Safety Committee requires the county
16 to fund the Nassau County Community College
17 tuition assistance program for volunteer
18 fire fighters, volunteer ambulance workers,
19 and auxiliary police in perpetuity. So that
20 the survival of this program is no longer
21 dependent on funding from outside sources.

22 Importantly, this resolution does
23 not prohibit the county from identifying and
24 obtaining grant funds in connection with
25 this program. The extension of this program

1 Public Safety Committee/10-7-19

2 is the very least we can do financially to
3 support our volunteer fire fighters,
4 volunteer ambulance workers, and auxiliary
5 police for the tireless and heroic work.

6 Is there any debate or discussion
7 on this?

8 (No verbal response.)

9 Is there any public comment?

10 (No verbal response.)

11 I see none. All those in favor
12 signify by saying aye.

13 (Aye.)

14 Those opposed?

15 (No verbal response.)

16 The item passes unanimously.

17 As there is no other business in
18 front of this committee, may I have a motion
19 to adjourn?

20 LEGISLATOR MUSCARELLA: So moved.

21 LEGISLATOR RHOADS: Second.

22 CHAIRWOMAN FORD: Moved by

23 Legislator Muscarella, seconded by

24 Legislator Rhoads.

25 All those in favor?

1 Public Safety Committee/10-7-19

2 (Aye.)

3 We are now adjourned. Thank you
4 everyone. Planning is next.

5 (Whereupon, the Public Safety
6 Committee adjourned at 2:18 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby stated:

THAT I attended at the time and place
above mentioned and took stenographic record
of the proceedings in the above-entitled
matter;

THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this 24th day of October, 2019.

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO,
Presiding Officer

PUBLIC WORKS AND PARKS COMMITTEE

VINCENT MUSCARELLA, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2019
2:27 P.M

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

VINCENT MUSCARELLA,
Chairman

C. WILLIAM GAYLOR, III
Vice Chairman (Substituted by Rose Walker)

LAURA SCHAEFER

JAMES KENNEDY

SIELA BYNOE,
Ranking

ARNOLD DRUCKER

CARRIE SOLAGES

MICHAEL PULITZER
Clerk of the Legislature

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LIST OF SPEAKERS

KEN ARNOLD 5

JOHN BUDNICK 5

META MEREDAY 7

1 Public Works and Parks/10-7-19

2 CHAIRMAN MUSCARELLA: I call the
3 Public Works and Parks Committee to order.
4 I will serve as the clerk and call the roll.
5 I am here. Substituting for Vice Chairman
6 Gaylor will be Rose Walker.

7 LEGISLTAOR WALKER: Here.

8 CHAIRMAN MUSCARELLA: Laura
9 Schaefer?

10 LEGISLATOR SCHAEFER: Here.

11 CHAIRMAN MUSCARELLA: James
12 Kennedy?

13 LEGISLATOR KENNEDY: Here.

14 CHAIRMAN MUSCARELLA: Ranking
15 Member Siela Bynoe?

16 LEGISLATOR BYNOE: Here.

17 CHAIRMAN MUSCARELLA: Arnold
18 Drucker?

19 LEGISLATOR DRUCKER: Here.

20 CHAIRMAN MUSCARELLA: Carrie
21 Solages?

22 LEGISLATOR SOLAGES: Here.

23 CHAIRMAN MUSCARELLA: We have a
24 quorum. We have one item before us today.
25 Item 394 of 2019, an ordinance supplemental

1 Public Works and Parks/10-7-19
2 to the annual appropriations ordinance in
3 connection with the Department of Public
4 Works. Brief overview.

5 MR. ARNOLD: Ken Arnold,
6 Department of Public Works. 394 is a
7 supplemental ordinance for the appropriation
8 of grant funding, I believe the grant
9 funding contract came to this body in the
10 last session for \$50,000 from the Department
11 of State to South Shore Estuary Reserve to
12 do water chestnut removals at Massapequa
13 Preserve.

14 LEGISLATOR WALKER: So moved.

15 LEGISLATOR SCHAEFER: Second.

16 CHAIRMAN MUSCARELLA: Moved by
17 Legislator Walker, seconded by Legislator
18 Schaefer. It's before us. Mr. Arnold
19 spoke. Any questions?

20 (No verbal response.)

21 Any public comment? Mr. Budnick.

22 MR. BUDNICK: As a member of the
23 friends of Massapequa Preserve, I strongly
24 strongly advocate the passage of this item.

25 Also, because I don't see any

1 Public Works and Parks/10-7-19
2 other committee that's actually meeting
3 today which would more appropriately have
4 jurisdiction over this question. I am
5 respectfully requesting that this
6 Legislature consider the naming of a county
7 facility after former Nassau County
8 executive Thomas S. Gulotta and I would most
9 respectfully suggest that somebody, if they
10 haven't already, please contact his widow,
11 Professor Elizabeth Betsy Gulotta of 2 Andi
12 Avenue, North Merrick, 546-8841 or via the
13 biology department at Nassau Community
14 College as well as other survivors of former
15 County Executive Gulotta. Thank you.

16 CHAIRMAN MUSCARELLA: Thank you.
17 I stand corrected. There is an addendum
18 item. At this time I would ask for a motion
19 to suspend the rules.

20 LEGISLATOR SCHAEFER: So moved.

21 LEGISLATOR DRUCKER: Second.

22 CHAIRMAN MUSCARELLA: Motion by
23 Legislator Schaefer, seconded by legislator
24 Drucker. The rules are suspended. This
25 item is Item 392 of '19, an ordinance

1 Public Works and Parks/10-7-19
2 supplemental to the annual appropriation
3 ordinance in connection with the Department
4 of Public Works. Mr. Arnold?

5 MS. MEREDAY: I didn't get to do
6 public on the previous item.

7 CHAIRMAN MUSCARELLA: I'm sorry,
8 didn't see you there. I thought that was
9 it. We will go back to that.

10 MS. MEREDAY: You hadn't called
11 for the vote yet.

12 CHAIRMAN MUSCARELLA: If we did
13 vote --

14 MS. MEREDAY: You hadn't.

15 CHAIRMAN MUSCARELLA: Then we
16 will hear you.

17 MS. MEREDAY: I'm always about
18 protocol. I would concur with regard to
19 naming that for the former County Executive.
20 Also my question has to do with how this
21 grant was procured. The reason being that
22 living in the north area of Baldwin we have
23 a Baldwin preserve that most people are not
24 aware of largely because for the most part
25 it's a brown field, and we have been trying

1 Public Works and Parks/10-7-19
2 to get funding to get it remediated and turn
3 into some top of estuary or some type of
4 retreat type of property possibly for our
5 veterans, our seniors, things of that nature
6 since it kind of borders near to Greenfield
7 Cemetery, might be a nice sanctuary or a
8 place for residents to go following the loss
9 of a loved one.

10 I know other towns on Long Island
11 particularly the town of Brookhaven have
12 been able to generate funding from New York
13 State to remediate certain properties in
14 their locations and I'm just very interested
15 in doing something along those lines.

16 I'm sure that the water chestnuts
17 may be a problem for those in Massapequa but
18 having, again, open space as was noted
19 earlier, which is a rarity, for those of us
20 on the southern arena, but having this large
21 unused space that we're still paying taxes
22 for that is providing no use whatsoever
23 except for, following Super Storm Sandy,
24 when it was used to dump refuse in that area
25 and then we also had to complain to get that

1 Public Works and Parks/10-7-19

2 removed because we had field mice and other
3 rodents getting into the yards and homes of
4 the residents that boarder that property.

5 Again, I just wanted to put that
6 on the record again for awareness because we
7 are paying for open space in Baldwin that is
8 a brown field and I'm seeking those
9 knowledgeable for the taxes that we pay for
10 looking into trying to generate some funds
11 so we can return it to some viable use for
12 the residents in the community. Thank you.

13 CHAIRMAN MUSCARELLA: Thank you
14 Ms. Mereday, there was a question there.
15 Mr. Arnold, how did we end up with this
16 grant for the chestnuts?

17 MR. ARNOLD: I believe it was
18 through the South Shore Estuary Reserve
19 Council, they solicit grant opportunities
20 and we had a need for Massapequa that the
21 reservoir along Sunrise Highway was choked
22 with material and we applied for it.

23 CHAIRMAN MUSCARELLA: Any other
24 questions?

25 (No verbal response.)

1 Public Works and Parks/10-7-19

2 Hearing none, all those in favor
3 signify by saying aye.

4 Initially it was on the motion,
5 Ms. Walker, and seconded by Ms. Schaefer on
6 394. We are now on 394. We went back to
7 394. All those in favor of 394- of '19
8 please say aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 That motion carries.

13 We are now going back to 392 of
14 2019. I believe Ms. Schaefer made the
15 motion and Mr. Drucker seconded it. That is
16 now before us. Mr. Arnold.

17 MR. ARNOLD: 392 is a
18 supplemental appropriation to accept funds
19 from New York State regarding groundwater
20 sampling project. It's for \$800,000 over a
21 two-year period. The department is going to
22 utilize these funds in our USGS contract
23 where they sample and perform other
24 groundwater work for us. Thank you.

25 CHAIRMAN MUSCARELLA: Do we have

1 Public Works and Parks/10-7-19

2 any questions? Mr. Solages.

3 LEGISLATOR SOLAGES: Mr. Arnold,
4 how are you doing? What's sites in western
5 Nassau County will you be testing.

6 MR. ARNOLD: I believe there's
7 sites throughout the whole county that will
8 be looked at. I don't know exactly all the
9 locations of the wells, but the county has
10 500 wells throughout the whole county,
11 different depths of groundwater. It will be
12 utilized for that work.

13 LEGISLATOR SOLAGES: What the
14 impetus behind this, was there a particular
15 threat or anything that happened?

16 MR. ARNOLD: The county had
17 requested additional funds and the state
18 complied.

19 LEGISLATOR SOLAGES: Thank you
20 very much.

21 CHAIRMAN MUSCARELLA: Yes,
22 Mr. Drucker.

23 LEGISLATOR DRUCKER: Commissioner
24 Arnold, just a quick question. Have you
25 ever undertaken these types of analyses

1 Public Works and Parks/10-7-19

2 before the groundwater like you are doing
3 now?

4 MR. ARNOLD: Yes, the department
5 used to have hydro-geologists that worked
6 in-house.

7 We transferred that work to the
8 USGS and now they are the ones continuing
9 the work for us today and this money will be
10 utilized in their contract.

11 LEGISLATOR DRUCKER: In previous
12 years, have you --

13 MR. ARNOLD: New York State?

14 LEGISLATOR DRUCKER: Has the New
15 York State Department of Environmental
16 Conservation done that here before, given
17 those samples to you?

18 MR. ARNOLD: Not through this
19 type of process. I believe that an older
20 USGS work that the state contributed some
21 money through their contract with USGS but
22 they have not to my knowledge ever given
23 money to the county to spend on this type of
24 program.

25 LEGISLATOR DRUCKER: Do you

1 Public Works and Parks/10-7-19

2 foresee that this will be something that
3 will be ongoing in the future too?

4 MR. ARNOLD: I don't know that
5 answer really.

6 CHAIRMAN MUSCARELLA: Ms. Bynoe.

7 LEGISLATOR BYNOE: Thank you.

8 Mr. Arnold, this report will aid water
9 districts and water providers in determining
10 the quality of water and any MCLs?

11 MR. ARNOLD: What we are doing is
12 collecting both quality and quantity data
13 and providing it in a report. USGS has a
14 database that's online that any provider can
15 go to. I'm sure there will be reports
16 generated and directing the water suppliers
17 to that report so they can see both the
18 quality and quantity changes in their
19 respective districts.

20 LEGISLATOR BYNOE: It's my
21 understanding, some similar report was being
22 generated by the county for years up until I
23 believe like 1999, is that the same report
24 that I'm thinking of?

25 MR. ARNOLD: I'm sure it will be

1 Public Works and Parks/10-7-19
2 more refined than what we did in-house. The
3 department in-house used to generate every
4 10 years a state of the aquifer type of
5 report where we used to collect annual data
6 of both quantity and quality. We would
7 provide that to everybody in the county who
8 was interested.

9 The USGS, they may not look at
10 the amount of data that might not be as big
11 but they will do a more in-depth analysis
12 with the data and come up with some
13 conclusions.

14 LEGISLATOR BYNOE: This is for a
15 two-year period?

16 MR. ARNOLD: Yes, the \$800,000 is
17 for a two-year period.

18 LEGISLATOR BYNOE: Thank you.

19 CHAIRMAN MUSCARELLA: Any further
20 questions?

21 (No verbal response.)

22 Any public comment? Mr. Budnick.

23 MR. BUDNICK: John J. Budnick.
24 My highest compliments to your question, Mr.
25 Drucker and Ms. Bynoe.

1 Public Works and Parks/10-7-19

2 The county did used to do this
3 and they did use to contract with USGS
4 survey to get this data but that stopped a
5 number of fiscal crises ago. Is not being
6 done. Especially important are the areas,
7 the Great Neck peninsula and the Five Towns
8 as to the extent of salt water intrusion and
9 also necessary along the whole north and
10 South Shore as to salt water intrusion and
11 the areas within the central ranges of
12 Nassau County that it appeared to be, there
13 are places of extensive water mining that's
14 their word for it at the time where the
15 water table was being lowered by the amount
16 of water that was being withdrawn.

17 This work by USGS survey should
18 show to us and be shared with all the public
19 so it can be determined what the conditions
20 of the various aquifers in Nassau County
21 currently are. Thank you. My compliments.

22 CHAIRMAN MUSCARELLA: Thank you,
23 Mr. Budnick. Ms. Bynoe has another
24 question.

25 LEGISLATOR BYNOE: For you,

1 Public Works and Parks/10-7-19

2 Mr. Arnold, I was apologize. I was doing
3 some research on this and that's why this is
4 pretty timely.

5 My question is regarding whether
6 this will actually look at the abandoned
7 wells as well.

8 MR. ARNOLD: The abandoned supply
9 wells or monitoring wells?

10 LEGISLATOR BYNOE: Supply wells.

11 MR. ARNOLD: No. We are going to
12 be looking at monitoring wells. I have to
13 check the back up whether they are going to
14 look at supply well data. I'm sure the
15 health department has that information. I
16 don't know if the USGS will be looking at
17 supply wells. I have to go back and look at
18 the back up.

19 Just a correction for Mr. Budnick
20 is that we do have a USGS contract
21 currently. It's just finished. It expired
22 9-30 of this year.

23 LEGISLATOR BYNOE: One other
24 question or maybe two. Sorry. Will this
25 also look at areas where there's potential

1 Public Works and Parks/10-7-19

2 pollution that we are aware of like brown
3 fields and super fund sites?

4 MR. ARNOLD: It's a comprehensive
5 look throughout the whole county. It's not
6 going to drill down any one contaminated
7 site. Typically what happens is, if there
8 is contamination found, we will see if there
9 is any ongoing study associated with that
10 contamination. If not, the report may
11 provide a side package to the New York State
12 DEC requesting that this be looked at in
13 depth further for PRP or potential
14 responsible party.

15 LEGISLATOR BYNOE: There is
16 another question regarding whether this will
17 impact, or will this report impact decisions
18 regarding any of the New York City water
19 Queens well type of decisions that have to
20 be made?

21 MR. ARNOLD: I don't believe so I
22 think it will just provide more data for us
23 to use in those discussions.

24 LEGISLATOR BYNOE: Thank you very
25 much.

1 Public Works and Parks/10-7-19

2 CHAIRMAN MUSCARELLA: Any other
3 questions from the Legislature?

4 (No verbal response.)

5 Any other public comment?

6 Ms. Mereday. I didn't miss you
7 twice.

8 MS. MEREDAY: Very good. Meta
9 Mereday. My question has to do again with
10 the communities themselves how they will be
11 identified one, two, what type of
12 communication will they receive with regard
13 to the manner of testing, if there is going
14 to be any type of interference, there is a
15 lot of activity that is currently going on,
16 particularly on the South Shore aside from
17 the fact that our roads are still a
18 disaster.

19 We are still having a lot of
20 scenarios where we have utilities and
21 different agencies, town, village, et cetera
22 that are coming through and disrupting a lot
23 of the passageways and accesses for many of
24 our most vulnerable residents. They don't
25 seem to be getting the proper notification

1 Public Works and Parks/10-7-19

2 as to exactly what you are doing, how you
3 are going to do it and how does it impact
4 those residents and for what time period?

5 That is again something that we
6 need to improve upon with regard to the
7 communications.

8 My follow-up has to do with just
9 the inclusion and the breakdown of the
10 contract itself. Is this going to be just a
11 sole operator or is this expressly inclusive
12 or exclusive as it pertains to minority,
13 women, veteran businesses who continue to be
14 left out of the contracting model for this
15 county. Thank you.

16 CHAIRMAN MUSCARELLA: I'm going
17 to ask part of that question to Mr. Arnold.

18 Mr. Arnold, you said that it's a
19 general survey that's being done and not
20 specifically targeting any particular area.
21 But what does this kind of testing
22 encompass? Does it disrupt the normal every
23 day life in a particular community?

24 MR. ARNOLD: Basically it's a
25 pump system. We just pump the water out of

1 Public Works and Parks/10-7-19

2 the monitoring well and take samples and
3 then brought to a lab. These wells exist,
4 we are not drilling new wells as part of
5 this work, so we are just sampling.

6 CHAIRMAN MUSCARELLA: So just
7 collecting the water, they would normally do
8 that anyway?

9 MR. ARNOLD: Yes.

10 CHAIRMAN MUSCARELLA: You heard a
11 part of this question. This testing is
12 being done by?

13 MR. ARNOLD: United States
14 Geological Survey.

15 CHAIRMAN MUSCARELLA: I don't
16 think there is any type of minority business
17 included, I think this is being done
18 specifically by the --

19 MR. ARNOLD: Their in-house
20 staff. My knowledge is that we're not
21 looking to sub anything out.

22 CHAIRMAN MUSCARELLA: Thank you.
23 Any other public comment? Seeing none, all
24 knows in favor of moving this item please
25 say aye.

1 Public Works and Parks/10-7-19

2 (Aye.)

3 Those opposed?

4 (No verbal response.)

5 We do not have any further items
6 on the agenda. Motion to adjourn?

7 LEGISLATOR SOLAGES: So moved.

8 LEGISLATOR WALKER: Second.

9 CHAIRMAN MUSCARELLA: Motion by
10 Mr. Solages, seconded by Ms. Walker. All
11 those in favor?

12 (Aye.)

13 Any opposed?

14 (No verbal response.)

15 We are adjourned. Next up is the
16 Health Committee.

17 (Whereupon, the Public Works and
18 Parks Committee adjourned at 2:45 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby stated:

THAT I attended at the time and place
above mentioned and took stenographic record
of the proceedings in the above-entitled
matter;

THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this 24th day of October, 2019.

FRANK GRAY

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NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, October 7, 2019
1:24 P.M

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

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

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LIST OF SPEAKERS

NANCY STANTON.....	1 7
DONNA NYLAND.....	1 8
MARK LAMAR.....	2 0
KEN ARNOLD.....	2 4
DEPUTY INSPECTOR GREG STEPHANOFF.....	3 1
JOHN PRIEST.....	3 2
NARDA HALL.....	3 4
BRIAN LIBERT.....	3 5
JOE SHALERO.....	4 1
NANCY STANTON.....	4 3
BRIAN HALL.....	4 5
JOHN BUDNICK.....	4 6
META MEREDAY.....	4 7
KATIE HORST.....	5 9
PAUL BRODERICK.....	5 2
MICHAEL GOLIO.....	5 6

1 Rules Committee/10-7-19

2 CHAIRMAN NICOLELLO: Welcome
3 everyone to the Nassau County Legislature.
4 Today is committee meetings.

5 To start things off, I would ask
6 Legislator Bill Gaylor to lead us in the
7 Pledge of Allegiance.

8 (The Pledge of Allegiance was
9 recited.)

10 CHAIRMAN NICOLELLO: Before we
11 start with the committees, we are very proud
12 and pleased to have with us some guests to
13 celebrate Columbus Day and Italian heritage,
14 in particular.

15 In recognition of Columbus Day, I
16 think we recognize the achievements that
17 Italian Americans have made to our society,
18 our country, to our county. Achievements in
19 science, medicine, business, government,
20 arts, education.

21 Contributions of Italian American
22 culture in many many areas, from music to
23 cuisine to arts and all the various things
24 that our Italian Americans have brought to
25 our country, especially here in Nassau

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2 County, a long and great tradition.

3 We have invited today for
4 presentation purposes, we have Joe Sciame,
5 president of the Sons of Italy Foundation,
6 and the Italian Heritage and Culture
7 Committee of New York. He's also a former
8 national president of the Order Sons and
9 Daughters of Italy in America.

10 Anthony Naccarato from Syosset,
11 the state president this year of the Order
12 Sons and Daughters of Italy in America and
13 Nancy Defiori Quinn who is the president,
14 national president of the Order Sons and
15 Daughters of Italy in America.

16 Mr. Sciame.

17 MR. SCIAME: Pardon my nasality,
18 but I'm doing a little bit of medication
19 right now.

20 I am joined today and I would ask
21 him to step forward, Anthony Naccarato, to
22 please come with me. Ms. Quinn
23 unfortunately is preparing for surgery so
24 she is unable to be with us. To my left and
25 your right are representatives of the

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2 American Lodge of Franklin Square, the Glen
3 Cove Lodge, the Guisippi Verde Lodge of
4 Syosset, the Davinci Lodge of Inwood, the
5 Chalini Lodge of New Hyde Park, as well as
6 the Giovanni Caboda Lodge of Bellmore and
7 the Precimpra Ladies Lodge of Lynbrook.

8 We are delighted once again to be
9 back here with you as we salute and prepare
10 for the coming weekend ahead and the month.

11 This month has been dedicated for
12 the city of Matera. Matera is in the region
13 of Basilicata which is just about south of
14 the center of Italy.

15 The important thing about Matera
16 is resiliency. This is a part of Italy that
17 goes back to prehistoric times. People in
18 more modern times in the 1800s suffered
19 greatly out of great poverty, and, as such,
20 people evacuated the city in the early 1920s
21 30s and eventually people started to come
22 back.

23 I'm very happy to report that
24 this year we are celebrating the city of
25 Matera because it's been designated as the

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2 European capital of culture. So what we are
3 doing throughout hundreds of programs and
4 events that are going on for the entire
5 month of October and November, we will be
6 having proclamation ceremonies, different
7 events that speak about the people of Matera
8 and how they have survived.

9 The sons of Italy and Sons and
10 Daughters of Italy of course is part of that
11 survival. Many of those people came to
12 America without very much and yet they have
13 achieved at the highest levels of government
14 and education.

15 One of the people, I have served
16 as the state president, national president,
17 and now as the sons of Italy Foundation
18 president with our office in Washington,
19 D.C.

20 I'm very happy to have our good
21 brother and friend Anthony Naccarato who has
22 assumed the presidency of the state of
23 New York for the Order Sons and Daughters of
24 Italy in America. Anthony.

25 MR. NACCARATO: Good afternoon

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2 everyone. I too have a little trouble with
3 my voice this morning.

4 The Sons and Daughters of Italy
5 in America, I don't belong to the
6 organization because it's just a fraternal
7 organization. I belong to the organization
8 because of what the good they do for the
9 community and they do for the various
10 charities.

11 We help with anemia, the gift of
12 sight and in June and July we bring our 50
13 blind children from the Helen Keller
14 Association and we bring them to Eisenhower
15 Park and we give them a day of fun. My wife
16 happens to be by coincidence the
17 chairperson. We have blow up dolls and
18 games and bring a petting zoo, a trackless
19 train and ferris wheel, and we give them a
20 fabulous lunch. That's not fundraising.
21 This is to give back to the community.

22 These children, we have been
23 doing it for ten years. We've watched them
24 grow from five, six years old and now into
25 young teenagers. They look forward to it.

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2 I want to talk about something
3 more serious. Before I was looking at my
4 phone, I wasn't being rude.

5 Occasionally you hear a school
6 system say we are getting rid of the Italian
7 language because Italy is a minor language
8 or a minor country. I'm going to tell
9 everybody in this room today about Italy.
10 Italy is the eighth industrial power in the
11 world. Number three in Europe.

12 By 1999, the average Italian
13 American in the United States made more
14 money than the average American. This came
15 from people that came like me that came to
16 America in 1955, eight of us, and we lived
17 in Brownsville and we lived in three rooms.
18 I slept in the kitchen for five years in an
19 open up bed.

20 So I'm going to give you some
21 fact about Italy. Population of Italy, 60
22 million. It's comparison is the fourth
23 largest in Europe. Italy has the third
24 largest reserves of gold in the world. Does
25 anybody know that? Nobody.

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2 Science. The next one is going
3 to floor you. In space science, 9.75
4 percent of the scientific papers in the
5 world were written last year in Italy.
6 Isn't that staggering? A country of 60
7 million people, ten percent of the
8 scientific papers in space came out of
9 Italy.

10 Fashion is Italy's third largest
11 industry, top of the fashion world become
12 known as the fashion capital of the world.

13 Size. It's only 1/32nd the size
14 of the United States. Italy has the 6th
15 largest worldwide national wealth.

16 Military. The next one is going
17 to floor you also. Italy is home to the --
18 it is ranked the world's 8th most powerful
19 country. When somebody tells you Italy is a
20 minor country, don't believe it.

21 Culture. Italy is home to the
22 world largest number of world heritage
23 sites. Largest.

24 Tourism. Italy is the fifth most
25 visited country in the world. Whenever you

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2 hear the G7, you hear of England, Germany,
3 France, and United States. You don't hear
4 Italy. Italy is part of the G7 and a
5 founding member.

6 Life expectancy. Italy has a
7 life expectancy of eight. Only seven
8 countries live longer than in Italy. There
9 are 200 countries in the world. Only seven,
10 the life expectancy is higher.

11 I wanted to pass along these
12 facts because I want you to know why we're
13 so proud of who we are. And it's very
14 important that Columbus lives on.

15 You cannot judge Columbus by the
16 standards of today. I said that in my own
17 father's eulogy. My father was born in
18 1913. When he died I said, you can't judge
19 my father by somebody that's today. Today,
20 when a man or woman is pregnant, they're
21 pregnant. I guarantee you my mother was
22 pregnant, not my father.

23 So, Columbus is something that we
24 are very, very, very proud of and we are
25 going to fight tooth and nail to keep it.

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2 The other issue that's going to
3 come up and that we're going to be very very
4 strong on is Mother Cabrini. I have no idea
5 why Mayer Deblasio and his wife did not
6 choose Mother Cabrini. I don't say that to
7 you because she is a saint. There might be
8 people in this room that are not Christian.
9 She is a social worker that helped every
10 nationality. She didn't say to someone that
11 came to the hospital or to the orphanage, we
12 will not take care of you because you are
13 not Christian. People like that don't
14 become saints.

15 So these are the kinds of issues
16 that are important to us. I appreciate your
17 time and thank you very much and that you
18 for having this event today.

19 MR. SCIAME: Thank you very much,
20 Presiding Legislator, and for all of you for
21 allowing us to come forward and share some
22 of the thoughts for the month of October.

23 CHAIRMAN NICOLELLO: Thank you
24 very much and we appreciate you joining with
25 us again this year. I know you have a

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2 presentation to make in a moment or two. We
3 have presentations here.

4 But I also want to thank you
5 especially for bringing out representatives
6 from so many lodges throughout our county.
7 I think you covered most of you us up here.

8 I know from my own lodge which
9 shows the founding member, Cholini, the
10 amount of work that they do in the community
11 and we do in the community is extraordinary.
12 The feast that is run once a year is an
13 undertaking that requires an army to get
14 done and every bit of the proceeds from that
15 go back into the community for worthy
16 causes. I thank you for what you do for our
17 residents here in Nassau County. Anyone
18 else want to say anything before we bring
19 the item up?

20 LEGISLATOR FORD: I studied Latin
21 for four years in high school. I remember,
22 I was in East New York, I remember because
23 Latin used to be the universal language that
24 everybody learned it and spoke it way back
25 in the 1700s and 1600s.

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2 And I have to say that your
3 contributions to the history of the United
4 States must always be remembered because you
5 built -- you know, you helped in the
6 building of New York City and New York
7 State. You've been everywhere, and I have
8 to say that even though I come from an Irish
9 family, we also have some of our family
10 members are Italian and their work ethic was
11 unparalleled in many of the jobs they did
12 throughout the city especially in the parks
13 department, they helped build Shea Stadium
14 and they did a damn good job, so thank you.

15 CHAIRMAN NICOLELLO: Rose Walker.

16 LEGISLATOR WALKER: I had the
17 honor of sharing some time with you, not
18 this past weekend, the weekend before at the
19 Columbus festival in north Massapequa and it
20 was just such a wonderful event.

21 Again, an event that the Order
22 Sons of Italy sponsors each year and does
23 each year. I mean, for as far as the eye
24 can see, it was packed, absolutely packed on
25 a gorgeous beautiful day. I'm sure you

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2 arranged that also.

3 But I thank you too, you
4 mentioned some of the things you do but I'm
5 a member of Captain Kathy Masa Lodge and
6 also the Gallalay Lodge in Hicksville. And
7 some of the other events you do that help
8 our seniors, you pack boxes to go to our
9 military. You just do things every day that
10 so many people are unaware of. I can't
11 thank you enough for that.

12 Besides all the other things you
13 mentioned there are so many more. Sharing
14 your culture with us is so very, very
15 important and sharing your ideals and living
16 the way that the order shows that you should
17 live is just wonderful.

18 Thank you so much and thank you
19 for being here this morning.

20 CHAIRMAN NICOLELLO: Thank you.
21 Anthony, Joe, you want to come up for
22 another presentation?

23 Mike, call the roll for the Rules
24 Committee.

25 CLERK PULITZER: Thank you,

1 Rules Committee/10-7-19

2 Mr. Chairman. Rules Committee roll call.

3 Legislator Siela Bynoe.

4 LEGISLATOR BYNOE: Here.

5 CLERK PULITZER: Legislator Delia
6 DeRiggi-Whitton?

7 LEGISLATOR DERIGGI-WHITTON: Here.

8 CLERK PULITZER: Thank you.

9 Ranking Member Kevan Abrahams?

10 LEGISLATOR ABRAHAMS: Here.

11 CLERK PULITZER: Legislator Laura
12 Schaefer?

13 LEGISLATOR SCHAEFER: Here.

14 CLERK PULITZER: Legislator

15 Steven Rhoads?

16 LEGISLATOR RHOADS: Present.

17 CLERK PULITZER: Vice Chairman

18 Howard Kopel?

19 LEGISLATOR KOPEL: Here.

20 CLERK PULITZER: Chairman Richard
21 Nicolello?

22 CHAIRMAN NICOLELLO: Here.

23 CLERK PULITZER: We have a
24 quorum, sir.

25 CHAIRMAN NICOLELLO: Thank you.

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2 We will start off with the contracts.

3 The first one is A-35-2019, a
4 resolution authorizing the director of
5 Nassau County Office of Purchasing to award
6 and execute a contract between the county
7 and Icon Enterprises Inc.

8 LEGISLATOR KOPEL: So moved.

9 LEGISLATOR ABRAHAMS: Second.

10 CHAIRMAN NICOLELLO: Moved by
11 Deputy Presiding Officer Kopel, seconded by
12 Minority Leader Abrahams.

13 Again, this is A-35. Do we have
14 a speaker from the administration,
15 purchasing contract involving the parks
16 department.

17 MS. STANTON: Good afternoon,
18 Nancy Stanton, A-35-19, this is Icon
19 Enterprises. This request is for \$178,750
20 to fund the annual support maintenance fee
21 for the new Parks application called Civic
22 Rec.

23 CHAIRMAN NICOLELLO: What does
24 civic rec do?

25 MS. STANTON: Civic Rec is a new

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2 application that we are putting into all the
3 parks for point of sales, golf,
4 reservations.

5 MS. NYLAND: Donna Nyland, IT
6 project manager. The application will be
7 the management system used by parks to
8 handle reservations, leisure passes, any
9 kind of activities, swimming lessons,
10 hockey, field reservations, memberships to
11 manage their ongoing park functions. It
12 will also be used to allow residents to do
13 things online, which we don't really have
14 right now.

15 CHAIRMAN NICOLELLO: That's
16 good. Obviously the residents have the
17 ability to interface with the county's
18 website and to do things online especially
19 in the parks area, it's very positive.

20 MS. STANTON: We are doing a lot
21 of work in the parks just so you know.

22 CHAIRMAN NICOLELLO: Good.
23 Legislator Schaefer and then Legislator
24 Rhoads.

25 LEGISLATOR SCHAEFER: What kinds

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2 of things can they do on line, bringing
3 forward?

4 MS. NYLAND: You will be able to,
5 once we go live, make reservations for
6 various activities. It's going to be up to
7 each park what they allow to be done online.
8 Some things are easier to do online and some
9 things require more of a user parks
10 management oversight.

11 The lottery for Nickerson Beach
12 cabanas, the enrollment will be online.
13 Some of the reservations for the aquatic
14 center will be online.

15 LEGISLATOR SCHAEFER: How about
16 payment?

17 MS. NYLAND: Yes, that's a big
18 part of it. We are trying to get away from
19 as much cash transactions as possible and
20 have things done on credit online, picnic
21 reservations.

22 LEGISLATOR SCHAEFER: That's
23 great. Is there a permit associated with
24 that if they are going to request a space in
25 the park?

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2 MR. LAMAR: Yes. Mark Lamar.

3 Yes, they wouldn't have to come in
4 necessarily to get the permit. They could
5 get that online.

6 LEGISLATOR SCHAEFER: That's
7 good.

8 CHAIRMAN NICOLELLO: Legislator
9 Rhoads.

10 LEGISLATOR RHOADS: Automating
11 the system and making it easier for people
12 to be able to make reservations and
13 organizations to make reservations is
14 absolutely a step in the right direction.

15 My concern is we have had over
16 the course of the last several months a
17 couple of instances where we had back and
18 forth with respect to whether or not a fee
19 should be charged or a waiver should be
20 granted based upon the organization.

21 Will the technology that you are
22 putting in place allow for organizations to
23 request -- how exactly will that work, will
24 they request a fee waiver; are the policies
25 under which these waivers are going to be

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2 granted be spelled out?

3 MS. NYLAND: Whatever policies
4 you and parks management tell us we can put
5 in the application. We can have fees. We
6 can have reduced fees. We can waive fees.
7 Whatever the requirements are we can build
8 into the system.

9 LEGISLATOR RHOADS: But they will
10 have the ability on that system to request a
11 fee waiver based upon their status, for
12 example, we passed legislation indicating
13 that if they're a sponsor organization that
14 serves you or serves seniors, they would be
15 eligible for a fee waiver.

16 MS. NYLAND: Yes, we do that now.
17 We have reduced fees for leisure passes, for
18 seniors, and different types of volunteers.
19 We already have that built into the system.

20 LEGISLATOR RHOADS: So that will
21 continue under this new program?

22 MS. NYLAND: Absolutely.

23 CHAIRMAN NICOLELLO: Anyone else
24 on the Legislature? Minority Leader
25 Abrahams.

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2 LEGISLATOR ABRAHAMS: Just a
3 quick question. Will this new system or new
4 IT, which sounds great by the way, being
5 able to have residents, taxpayers, to do
6 this, will it be able to help you track fees
7 and revenue for the department as well?

8 Can you elaborate a little bit on
9 being able to see in somewhat real time?

10 MS. NYLAND: For the department
11 to traffic their fees?

12 LEGISLATOR ABRAHAMS: Yes.

13 MS. NYLAND: Absolutely. There's
14 more reports than we can probably ever use
15 in the system. It can be by department, by
16 user, by activity. So there's plenty of
17 information in there that the departments
18 can use to run their business.

19 LEGISLATOR ABRAHAMS: Thank you.

20 CHAIRMAN NICOLELLO: Anyone else?

21 (No verbal response.)

22 Is there any public comment?

23 (No verbal response.)

24 All those in favor signify by
25 saying aye.

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2 (Aye.)

3 Those opposed?

4 (No verbal response.)

5 Carries unanimously.

6 The next group of contracts
7 relate to Department of Public Works. They
8 include A-49 of 2019, B-12 of 2019, E-198 of
9 '19, E-199 of '19.

10 A-49 is a resolution authorizing
11 the director of the Nassau County Office of
12 Purchasing to award and execute a contract
13 between the county and the Henrich Equipment
14 Corp.;

15 B-12, E-198, E-199 are
16 resolutions to authorize the County
17 Executive to execute personal service
18 agreements or amendments to a personal
19 service agreement between the county and Gem
20 Star Construction Corp., Cameron Engineering
21 Associates and H2M Architects.

22 LEGISLATOR SCHAEFER: So moved.

23 LEGISLATOR DERIGGI-WHITTON:

24 Second.

25 CHAIRMAN NICOLELLO: Moved by

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2 Legislator Schaefer, seconded by Legislator
3 DeRiggi-Whitton.

4 MR. ARNOLD: Ken Arnold,
5 Department of Public Works. Can I also ask
6 for A-51, I'm covering that for the group?

7 CHAIRMAN NICOLELLO: Yes, we will
8 included A-51, a resolution authorizing the
9 director the Nassau County Office of
10 Purchasing to award and execute a contract
11 between the County of Nassau and Gotham
12 Refining Chemical Corp.

13 LEGISLATOR SCHAEFER: So moved.

14 LEGISLATOR DERIGGI-WHITTON:
15 Second.

16 CHAIRMAN NICOLELLO: Moved by
17 Legislator Schaefer, seconded by Legislator
18 DeRiggi-Whitton.

19 MR. ARNOLD: Thank you. A-49 is
20 a blanket order for the maintenance and
21 repair of gasoline dispensing pumps
22 throughout the county. That's for a maximum
23 of 2.8 for a five year period.

24 There were two bids received.
25 There were five views of the bids, but only

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2 two bids were received. Henrich was the
3 lowest responsible bidder.

4 CHAIRMAN NICOLELLO: Any
5 questions on A-49?

6 (No verbal response.)

7 Move on to A-51.

8 MR. ARNOLD: A-51 is a blanket
9 order also. It's for our water treatment
10 services contract. This contract adds
11 chemicals to our heating systems, and helps
12 to prolong the life of the heating system by
13 reducing scale in the boilers and the
14 piping. This contract is for \$750 over a
15 five year period.

16 Eight vendors reviewed the bids.
17 We only received two bids for the contract.
18 And Gotham is the lowest responsible bidder.

19 CHAIRMAN NICOLELLO: Any
20 questions on this one?

21 (No verbal response.)

22 Move on to B-12.

23 MR. ARNOLD: B-12 is a part of
24 the county's program for tank compliance
25 with the EPA. We have fuel tanks on our

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2 trans dev garages both at Mitchell Field and
3 Rockville Center. This contract will bring
4 these tanks up to current standards or
5 remove them if they're no longer required to
6 be in service.

7 The department received five
8 bids. The lowest responsible bidder
9 withdraw their bid. Gem Star was the second
10 lowest bidder was technically qualified and
11 responsible. We are recommending an award
12 of a contract to that bidder.

13 CHAIRMAN NICOLELLO: Any reason
14 why the lowest responsible bidder withdrew
15 their bid?

16 MR. ARNOLD: I believe they
17 understood that they bid way too low. They
18 didn't feel they could do the work in a
19 timely fashion.

20 CHAIRMAN NICOLELLO: Minority
21 Leader Abrahams.

22 LEGISLATOR ABRAHAMS: Ken,
23 according to the back up, the engineer's
24 estimate that was provided in the
25 departmental memo from January 8th indicates

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2 that we were budgeting or looking to spend
3 3.7 which we're always happy to see when the
4 bids come in lower.

5 However, it just seems like that
6 bid estimate falls in line with some of the
7 other companies, vendors.

8 So I'm just concerned that
9 because I know we know the first, our lowest
10 bidder basically came back in at 223 and
11 from that standpoint obviously they realized
12 they wouldn't be able to accomplish it and
13 do the work. Are we confident, concerned,
14 that the 3.39 that was bidden on by Gem Star
15 that they understand?

16 MR. ARNOLD: It was at the
17 pre-award conference and we are satisfied
18 that they can do the project for that bid.

19 LEGISLATOR ABRAHAMS: All right.

20 CHAIRMAN NICOLELLO: Any other
21 questions among the legislators?

22 (No verbal response.)

23 Move on to E-198 and E-199.

24 MR. ARNOLD: E-198 is a contract
25 amendment to Cameron's design contract for

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2 Cedar Creek waste water treatment plant
3 distribution design. They currently -- this
4 contract they had originally designed, went
5 out to bid. The bids came in way too high.
6 We revisited the scope of work.

7 In looking at the plant we
8 realized that we needed to add additional
9 work and looked at repackaging the project.

10 In addition, the Bay Park
11 conveyance project requires us to move some
12 electrical systems that were originally
13 designed in the location that this system,
14 the conveyance project will now be
15 utilizing.

16 As a result, we are looking to
17 amend the contract for a three year period
18 for an additional \$836,000.

19 The current contract is -- this
20 is not a retroactive amendment. The current
21 contract expires the end of '21.

22 LEGISLATOR ABRAHAMS: So that's
23 the crux of our question. Why would we be
24 considering a contract that's almost 18
25 months out today? It expires March 30, '21,

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2 correct?

3 MR. ARNOLD: It was recognized as
4 part of the additional scope of work, we
5 needed additional funds. That's what the
6 emphasis was, to get this amendment today.
7 In addition, we realize the contract will go
8 for a much longer duration than initially
9 anticipated which is why we're going out to
10 the duration we are requesting.

11 LEGISLATOR ABRAHAMS: Okay. So
12 we don't want to use another year or so to
13 evaluate the vendor a little bit?

14 MR. ARNOLD: Since we amended the
15 contract for money, we figured we would
16 amend it also for time. Saves us coming
17 back to this body.

18 LEGISLATOR ABRAHAMS: I
19 appreciate that. I can't remember the last
20 time I saw a contract that was being
21 extended that's so far out. Okay. Thank
22 you.

23 CHAIRMAN NICOLELLO: E-199.

24 MR. ARNOLD: E-199 is also a
25 contract amendment. Again, it's not a

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2 retroactive contract. This contract expires
3 November of '19. We're looking to add an
4 additional year to the contract, associated
5 with design services for various pump
6 stations in Glen Cove. As you remember we
7 had delayed some of the work because we were
8 waiting for bonding at one time and now we
9 moved forward again on the projects.

10 CHAIRMAN NICOLELLO: Appreciate
11 you getting it to us.

12 MR. ARNOLD: We try our best.
13 I'll miss once in a while but we do try our
14 best to get everything in a timely fashion.

15 CHAIRMAN NICOLELLO: Any
16 questions?

17 (No verbal response.)

18 Is there any public comment on
19 the items we called?

20 (No verbal response.)

21 All those in favor signify by
22 saying aye.

23 (Aye.)

24 Those opposed?

25 (No verbal response.)

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2 They all carry unanimously.

3 Next item will be E-53. Actually
4 we are going to call miscellaneous items
5 altogether. They are E-53, A-53, A-61, A-65
6 of 2019, resolutions authorizing the
7 director of the Nassau County Office of
8 Purchasing to award and execute contracts
9 between the County of Nassau acting on
10 behalf of the Nassau County and South Shore
11 Cycles, Inc.; Coastal Fire Systems, Inc.,
12 and H. Schrier & Company, Inc.

13 LEGISLATOR DERIGGI-WHITTON: So
14 moved.

15 LEGISLATOR SCHAEFER: Second.

16 CHAIRMAN NICOLELLO: Moved by
17 Legislator DeRiggi-Whitton, seconded by
18 Legislator Schaefer.

19 DEPUTY INSPECTOR STEPHANOFF:
20 Good afternoon. Deputy Inspector Greg
21 Stephanoff, Nassau County Police Department.
22 I have item A-53 of '19. A-53 of '19 is to
23 award a purchase order between the Nassau
24 County Police Department and South Shore
25 cycles.

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2 This is to purchase ten
3 motorcycles for our motorcycle unit and
4 highway. The last time we purchased was in
5 2015. The amount total is \$197,000 and it's
6 going to come from our asset forfeiture.

7 We are able to use asset
8 forfeiture because these new bikes have a
9 lot of enhancements. There's a brand new
10 braking system that will keep the riders
11 safer. This is LED technology that will
12 give a day marker LED headlight technology
13 that will enhance the visibility of the
14 rider to other motorists on the road.

15 This is fully paid for by asset
16 forfeiture and we are replacing motorcycles
17 that were bought in '08 and 2001. This will
18 help us for the replacement cycle of those
19 motorcycles.

20 CHAIRMAN NICOLELLO: Any
21 questions?

22 (No verbal response.)

23 Hearing none, move on to the next
24 one which is A-61.

25 MR. PRIEST: John Priest, good

1 Rules Committee/10-7-19

2 afternoon, assistant chief fire marshal.

3 A-61 is for a contract for the purchase of a

4 self contained breathing apparatus refill

5 trailer commonly known as a SEBA refill.

6 This was put out to bid. Two bids were

7 received which is not overly surprising

8 because this is a highly specialized

9 vehicle. There are not a lot of

10 manufacturers.

11 The purchase just over \$119,000

12 is fully financed on grant funds.

13 CHAIRMAN NICOLELLO: Do we have

14 this type of equipment already? Is this

15 replacing something?

16 MR. PRIEST: No. For the 29

17 years I have been with the fire marshal's

18 office, whenever we used self contained

19 breathing apparatus, we had to take the

20 cylinders to one of the local fire

21 departments who have a compressor system in

22 their fire station. We were kind of at the

23 mercy of the generosity of others.

24 This will allow us to not only

25 refill our cylinders but it is also portable

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2 that can be used at any major fire or
3 hazardous materials incident and can be
4 shared to fill the cylinders of the
5 volunteer fire service at those instances.

6 CHAIRMAN NICOLELLO: Great.
7 Sounds like a win-win to me. Any questions?

8 (No verbal response.)

9 Thank you, John.

10 A-65 of 2019.

11 MS. HALL: Good afternoon, Narda
12 Hall, Sheriff's Department.

13 Item A-65-19 is a resolution for
14 H. Schrier & Company, Inc., to provide
15 groceries to the Nassau County Correctional
16 Center. This is a six month contract for
17 \$140,000. Nine vendors viewed the bid in
18 which four responded to the solicitation.

19 Schrier submitted bids for 209
20 items in which 92 were awarded to the lowest
21 responsible bidder in meeting
22 specifications.

23 The remaining items are being
24 awarded to those lowest bidders.

25 CHAIRMAN NICOLELLO: Any

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2 questions on this one?

3 (No verbal response.)

4 Thank you, Narda. Any public
5 comment on these items?

6 (No verbal response.)

7 All those in favor signify by
8 saying aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 They carry unanimously.

13 The next contract is E-193, a
14 resolution authorizing the County Executive
15 to execute a personal services agreement
16 between the county and Napoli Shkolnick
17 P.L.L.C.

18 LEGISLATOR BYNOE: So moved.

19 LEGISLATOR RHOADS: Second.

20 CHAIRMAN NICOLELLO: Moved by
21 Legislator Bynoe, seconded by Legislator
22 Rhoads.

23 MR. LIBERT: Good afternoon.

24 Brian Libert from the County Attorney's
25 Office. This is a contract with the law

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2 firm Napoli Shkolnick. It's for basically
3 affirmative litigation with regard to price
4 fixing in the pharmaceutical area. If you
5 have any questions, happy to answer.

6 CHAIRMAN NICOLELLO: Is there
7 litigation currently underway in this or no?
8 Is there litigation currently underway,
9 number one, number two, is the county
10 currently participating or is this more
11 perspective?

12 MR. LIBERT: To my knowledge, it
13 is going forward in some other counties. I
14 don't know that it's started in chief in the
15 county prior to the contract. I would have
16 to check on that, but to my knowledge there
17 is also an issue at the state that's a
18 separate investigation. So it's an ongoing
19 litigation in many areas it's sort of a
20 complex issue.

21 CHAIRMAN NICOLELLO: Is the
22 intention to file a suit?

23 MR. LIBERT: That's correct.

24 CHAIRMAN NICOLELLO: Deputy
25 Presiding Officer Kopel.

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2 LEGISLATOR KOPEL: Why are we
3 hiring separate attorneys, why don't we just
4 join in with some of the others? Won't that
5 be more economical, more sensible?

6 MR. LIBERT: Actually, I think
7 that's exactly what we are doing. This law
8 firm Napoli Shkolnick was recommended to the
9 county through the New York association of
10 counties and there are many counties in the
11 state that are using them as well so we will
12 be able to pool resources, such as for
13 example if there are expert depositions, we
14 can use those testimonies on both places, so
15 to your point, legislator, it is an astute
16 one that's exactly what we are doing.

17 LEGISLATOR KOPEL: It will be
18 consolidated I assume?

19 MR. LIBERT: I don't know
20 speaking from a technical standpoint whether
21 the lawsuits can be consolidated, that's a
22 little beyond my expertise of class action
23 and all that kind of thing. But I know the
24 resources are being consolidated, that's the
25 purpose of using this firm to my

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2 understanding.

3 LEGISLATOR KOPEL: I would expect
4 that it would extend or the issue would
5 extend way beyond New York State.

6 MR. LIBERT: I'm sure that it
7 does. My understanding is that it does,
8 yes.

9 LEGISLATOR KOPEL: And it would
10 extend to probably numerous pharmaceutical
11 companies?

12 MR. LIBERT: Again, generically,
13 I would just yes, no pun intended. That
14 seems correct but I don't know that for
15 sure.

16 LEGISLATOR KOPEL: So it will be
17 a federal lawsuit I would assume.

18 MR. LIBERT: I believe there is
19 an action being brought at the federal level
20 as well as the state level as well as the
21 county level. Of course we have the civil
22 litigations, plus the criminal litigations,
23 all the many levels of liability involved.

24 LEGISLATOR KOPEL: So we are
25 talking about, generics? Are we talking

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2 about not patent drugs just generic I
3 assume?

4 MR. LIBERT: Price fixing for
5 generics, yes.

6 LEGISLATOR KOPEL: Thank you.

7 CHAIRMAN NICOLELLO: Legislator
8 Schaefer.

9 LEGISLATOR SCHAEFER: Hi, Brian.
10 You said they were recommended by NYSAC; is
11 that correct?

12 MR. LIBERT: That's correct.

13 LEGISLATOR SCHAEFER: Is that
14 because of their alleged expertise in the
15 area? They obviously have done this type of
16 work.

17 MR. LIBERT: Yes, they already
18 represent several counties in this
19 litigation as well as the opioid litigation
20 which is similar so, yes, they have a great
21 deal of expertise in this area. I'm not
22 uncomfortable not saying allegedly.

23 LEGISLATOR SCHAEFER: You
24 answered my next question. Are they
25 representing anyone else in this similar

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2 litigation?

3 MR. LIBERT: I actually have a
4 list of who they're representing. This
5 particular one, so, yes, that answers your
6 question.

7 LEGISLATOR SCHAEFER: Okay.
8 Thank you.

9 CHAIRMAN NICOLELLO: Anyone else?
10 (No verbal response.)

11 Is there any public comment?

12 (No verbal response.)

13 All those in favor signify by
14 saying aye.

15 (Aye.)

16 Those opposed?

17 (No verbal response.)

18 Carries unanimously.

19 The next contract is a probation
20 contract, E-194, it's a resolution
21 authorizing the County Executive to execute
22 a personal services agreement between the
23 county and Leadership Training Institute.

24 LEGISLATOR RHOADS: So moved.

25 LEGISLATOR BYNOE: Second.

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2 CHAIRMAN NICOLELLO: Moved by
3 Legislator Rhoads, seconded by Legislator
4 Bynoe.

5 Just so we note that I was going
6 to call E-201 as well with this item but the
7 administration has requested that we not
8 call E-201. So that will not be called
9 today. So we just have E-194 before us at
10 the moment.

11 MR. SHALERO: Joe Shalero, fiscal
12 office at the Nassau County Department of
13 Probation. This is a retroactive contract
14 for Leadership Training Institute providing
15 educational services at the Juvenile
16 Detention Center in Westbury.

17 CHAIRMAN NICOLELLO: How come
18 it's retroactive?

19 MR. SHALERO: Issues with the
20 paperwork and disclosures that had to be
21 corrected throughout the year and we finally
22 got the correct set of forms, corrected set
23 of forms that we are able to allow us to
24 file the contract.

25 CHAIRMAN NICOLELLO: The term is

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2 for January 1st to December 31st, 2019?

3 MR. SHALERO: Correct.

4 CHAIRMAN NICOLELLO: Are you
5 working on --

6 MR. SHALERO: We are.

7 CHAIRMAN NICOLELLO: We
8 appreciate it if you make every effort to
9 get that contract to us before the end of
10 this year.

11 MR. SHALERO: We are working on
12 it. Thank you.

13 CHAIRMAN NICOLELLO: Do we have
14 any questions on this item?

15 (No verbal response.)

16 Is there any public comment?

17 (No verbal response.)

18 All those in favor signify by
19 saying aye.

20 (Aye.)

21 Those opposed?

22 (No verbal response.)

23 Carries unanimously.

24 E-195 is a resolution authorizing
25 the County Executive to execute an amendment

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2 to a personal services agreement between the
3 county and Rah Technologies, Inc.

4 LEGISLATOR DERIGGI-WHITTON: So
5 moved.

6 LEGISLATOR SCHAEFER: Second.

7 CHAIRMAN NICOLELLO: Moved by
8 Legislator DeRiggi-Whitton, seconded by
9 Legislator Schaefer.

10 MS. STANTON: Good afternoon,
11 Nancy Stanton. E-195-19, Raj Technologies,
12 Inc., formerly Info System International.
13 This amendment is to increase funds by 1.3
14 million. We are encumbering \$600,000 for
15 this year. These funds will be used for
16 both capital and operations.

17 This contract went into place
18 November 16, 2015 and will expire November
19 2020. This is a minority owned company.

20 CHAIRMAN NICOLELLO: What's the
21 term again?

22 MS. STANTON: Expires in November
23 of 2020.

24 CHAIRMAN NICOLELLO: This is an
25 amendment, this allows them to continue the

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2 work, correct?

3 MS. STANTON: Yes.

4 CHAIRMAN NICOLELLO: Any

5 questions?

6 (No verbal response.)

7 Thank you. Hearing none, all in
8 favor signify by saying aye.

9 (Aye.)

10 Those opposed?

11 (No verbal response.)

12 Carries unanimously.

13 The next three contracts and the
14 last three contracts are all Human Services
15 contracts. Recusing the first two. We will
16 call the first two first and the third one
17 last. E-196 and E-197 are resolutions
18 authorizing the County Executive to execute
19 a personal services agreement between the
20 county and Nassau Health Care Corporation.

21 LEGISLATOR BYNOE: So moved.

22 LEGISLATOR RHOADS: Second.

23 CHAIRMAN NICOLELLO: Moved by
24 Legislator Bynoe, seconded by Legislator
25 Rhoads.

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2 Let the record reflect that
3 Minority Leader Abrahams has left the
4 chambers and is not participating in any
5 discussion or debate or vote on these
6 contracts.

7 MR. HALL: Brian Hall, Human
8 Services. They're both contracts for NUMC
9 and one is for 2017 and one is to 2019.
10 They are both 100 percent state grant
11 funded. We had numerous problems with them
12 over the last couple of years getting back
13 the contracts.

14 Apparently they finally
15 straightened out the situation and they are
16 online getting them back.

17 But these were problems for the
18 last few years not just for us but a lot of
19 the other departments getting back the
20 signed copies.

21 CHAIRMAN NICOLELLO: Are there
22 any other contracts in the pipeline so to
23 speak with them?

24 MR. HALL: No, and we already
25 sent out the new one with the notices and

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2 it's got to be in before November and we
3 will get in in time for the new year.

4 CHAIRMAN NICOLELLO: Thank you.
5 Any other questions?

6 (No verbal response.)

7 Is there any public comment?

8 MR. BUDNICK: John Budnick.

9 Given the opioid epidemic, Nassau County in
10 conjunction with Nassau Health Services
11 needs to recreate something on the order of
12 what used to be called the Michael Impotito
13 Memorial Topic House as an inpatient
14 facility for drug and alcohol addiction and
15 also as an alternative to incarceration.
16 Thank you.

17 CHAIRMAN NICOLELLO: Any other
18 public comments?

19 (No verbal response.)

20 All those in favor signify by
21 saying aye.

22 (Aye.)

23 Those opposed?

24 (No verbal response.)

25 Carries unanimously.

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2 Invite Minority Leader back into
3 the room. The last contract is E-200, a
4 resolution authorizing the county executive
5 to execute an amendment to a personal
6 services agreement between the county and
7 the Tomas Klimas-Mikalauskas.

8 LEGISLATOR RHOADS: So moved.

9 LEGISLATOR BYNOE: Second.

10 CHAIRMAN NICOLELLO: Moved by
11 Legislator Rhoads, seconded by Legislator
12 Bynoe.

13 MR. HALL: This is a personal
14 service contract with Thomas Mikalauskas.
15 He represents us at the assisted outpatient
16 treatment hearings and legal documents and
17 it's 100 percent funded by the state.

18 CHAIRMAN NICOLELLO: Any
19 questions?

20 (No verbal response.)

21 Hearing none, thank you very much
22 Brian. Any public comment?

23 MS. MEREDAY: Meta J. Mereday,
24 Baldwin resident. My question as it
25 pertains to this and I also concur with

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2 Mr. Budnick with regard to the need to
3 expand some of these services that we are
4 providing to the community because it's not
5 addressing the issue since we are now
6 calling this a crisis for opioids. We have
7 a number of crises that don't seem to get
8 identified, and this is one of them.

9 Let's get specific as far as the
10 types of services we need.

11 My question as it pertains to
12 this particular contract since it was stated
13 that it's 100 percent state funded; what is
14 the relationship in terms of the outreach
15 process for this gentleman's services?

16 Was this an RFP sort of generated
17 thing, or how was it generated so that there
18 may be other people who may be equally
19 qualified? Why do we have one person? Or
20 is this one particular contract and we have
21 multiple service providers in this arena?
22 That's my question.

23 CHAIRMAN NICOLELLO: Brian, can
24 you answer that question?

25 MR. HALL: Yes. I believe that

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2 this was -- they took out an ad, Monster.com
3 and they received several answers and they
4 had a committee that decided on who they
5 were going to pick.

6 It's kind of like an RFP but it's
7 a personal service contract, so they send
8 the ad out get the resumes in.

9 CHAIRMAN NICOLELLO: All right.
10 And my back up says there were 15 responses
11 to the ad and the contractor was chosen by
12 the evaluations committee?

13 MR. HALL: Right.

14 MS. MEREDAY: My concern has to
15 be with the fact that there was just one --
16 in this type of arena, I'm thinking maybe
17 it's just my discomfort, but just reaching
18 out through Monster.com? I mean there are
19 credible organizations within the chemical
20 dependency and mental health arena that
21 might not necessarily utilize Monster.com.

22 I'm just saying, are we getting
23 the best possible personnel for something of
24 this critical nature in this community in
25 this time frame?

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2 Again, I don't make the
3 decisions, I don't make the choices. I'm
4 just asking the questions for those of you
5 who are supposed to be representing the
6 interests of yet another vulnerable
7 community. So if it's okay with all of you
8 hearing this specifically, now that it's out
9 in the public because I'm hoping that you
10 already have the background information that
11 it was only through Monster.com, if that is
12 okay with you, then I guess it will have to
13 be okay with me until we see the results or
14 lack of same in Newsday or News 12 or
15 whatever other media outlet highlights what
16 is happening in our community. Thank you.

17 CHAIRMAN NICOLELLO: Thank you.
18 Any other public comment? Mr. Budnick.

19 MR. BUDNICK: As we know from the
20 press releases, the County Executive has
21 some sort of a committee that has created a
22 report on the opioid addiction problem in
23 Nassau County. I'm curious as to whether
24 these contracts are consistent with the
25 recommendation of that committee or not or

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2 what. I don't know if there is currently an
3 answer to that question. Thank you.

4 CHAIRMAN NICOLELLO: Thank you.

5 I'm going to call the item. All in favor
6 signify by saying aye.

7 (Aye.)

8 Those opposed?

9 (No verbal response.)

10 Carries unanimously.

11 There is one other contract that
12 we have to call on the Rules Committee
13 addendum. Actually I'm going to call it and
14 table it at the request of the
15 administration. Motion to suspend.

16 LEGISLATOR RHOADS: So moved.

17 LEGISLATOR SCHAEFER: Second.

18 CHAIRMAN NICOLELLO: Moved by
19 Legislator Rhoads, seconded by Legislator
20 Schaefer. All in favor of suspending the
21 rules signify by saying aye.

22 (Aye.)

23 Those opposed?

24 (No verbal response.)

25 Carries unanimously.

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2 Rules are suspended.

3 Now I'm going to call U-16 of
4 2019, a resolution authorizing the County
5 Executive to execute a personal services
6 agreement between the county of Nassau
7 acting on behalf of the Department of Social
8 Services.

9 LEGISLATOR BYNOE: So moved.

10 LEGISLATOR SCHAEFER: Second.

11 CHAIRMAN NICOLELLO: Moved by
12 Legislator Bynoe, seconded by Legislator
13 Schaefer. Motion to table?

14 LEGISLATOR BYNOE: So moved.

15 LEGISLATOR SCHAEFER: Second.

16 CHAIRMAN NICOLELLO: Moved by
17 Legislator Bynoe, seconded by Legislator
18 Schaefer.

19 All in favor of tabling signify
20 by saying aye.

21 (Aye.)

22 Those opposed?

23 (No verbal response.)

24 The item is tabled.

25 MR. BRODERICK: Good afternoon.

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2 Paul Broderick, Department of Social
3 Services.

4 CHAIRMAN NICOLELLO: We just
5 tabled it. That's at end of the contracts
6 portion of the Rules Committee so now we are
7 going to put the committee into recess and
8 we will come back later on for the remaining
9 items. Public Safety is next.

10 (Whereupon, the Rules Committee
11 recessed at 1:58 p.m. and reconvened at 3:25
12 p.m.)

13 CHAIRMAN NICOLELLO: Let me call
14 the Rules Committee back into order. First
15 thing we need to do is there is a contract
16 that we tabled earlier which is U-16 of
17 2019. I'll ask that be untabled.

18 LEGISLATOR ABRAHAMS: So moved.

19 LEGISLATOR KOPEL: Second.

20 CHAIRMAN NICOLELLO: Motion by
21 Minority Leader Abrahams, seconded by Deputy
22 Presiding Officer Kopel to untable.

23 All in favor of untabling U-16
24 signify by saying aye.

25 (Aye.)

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2 Those opposed?

3 (No verbal response.)

4 The matter is has been untabled.

5 MR. BRODERICK: Good afternoon.

6 Paul Broderick, Department of Social

7 Services.

8 The item before you is a contract
9 between the Department of Social Services
10 and Tow Pie Film Productions. The
11 department received grant funding earlier
12 this year and we are allocating it to this
13 contract, the vendor is going to produce a
14 public service announcement regarding SNAP
15 benefits.

16 CHAIRMAN NICOLELLO: Thank you.
17 We tabled it. There was an ongoing issue
18 with the Inspector General's Office that
19 appears to have been resolved. That's why
20 it was tabled before.

21 Any questions for Paul?

22 (No verbal response.)

23 Is there any public comment?

24 (No verbal response.)

25 All those in favor signify by

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2 saying aye.

3 (Aye.)

4 Those opposed?

5 (No verbal response.)

6 Carries unanimously.

7 MR. BRODERICK: Thank you.

8 CHAIRMAN NICOLELLO: Now we will
9 go to the consent calendar. This is the
10 Rules Committee calendar that's been
11 consented by both sides. These are items
12 that went through committees earlier today
13 and do not need any further debate or
14 discussion at this time.

15 I will go through the calendar
16 numbers; Clerk Items 359, 360, 361, 363,
17 364, 365, 366, 374, 377, 378, 379, 380, 381,
18 383, 384, 386, 387, 388, 389, 390, 394, 396.

19 Then the addendum items that will
20 be included in this include 382, 385, 392,
21 398, and 197 of 2019.

22 LEGISLATOR RHOADS: So moved.

23 LEGISLATOR DERIGGI-WHITTON:

24 Second.

25 CHAIRMAN NICOLELLO: Moved by

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2 Legislator Rhoads, seconded by Legislator
3 DeRiggi-Whitton. All in favor of those
4 items signify by saying aye.

5 (Aye.)

6 Those opposed?

7 (No verbal response.)

8 Carries unanimously.

9 That leaves us with three items
10 which I'm going to call, actually, we will
11 call 362 first.

12 It's a resolution authorizing the
13 County Executive to execute on behalf of
14 Nassau County sheriff's office an
15 intermunicipal agreement with the town of
16 Islip in relation to the use of the town's
17 rifle, pistol, and archery range.

18 LEGISLATOR BYNOE: So moved.

19 LEGISLATOR SCHAEFER: Second.

20 CHAIRMAN NICOLELLO: Moved by
21 Legislator Bynoe, seconded by Legislator
22 Schaefer.

23 MR. GOLIO: Captain Michael Golio
24 from the Sheriff's Department. This is a
25 request for an intermunicipal agreement to

1 Rules Committee/10-7-19

2 provide the sheriff's department a
3 supplemental location in order to conduct
4 recruit an officer annual firearms training.
5 We will use this location at times when the
6 police department range is not available.

7 CHAIRMAN NICOLELLO: Any
8 questions? Legislator Schaefer.

9 LEGISLATOR SCHAEFER: Hi. I'm
10 just curious, which grant is funding this
11 exactly?

12 MR. GOLIO: This is asset
13 forfeiture money.

14 CHAIRMAN NICOLELLO: Thank you.
15 Any public comment?

16 (No verbal response.)

17 Hearing none, all those in favor
18 signify by saying aye.

19 (Aye.)

20 Those opposed?

21 (No verbal response.)

22 Carries unanimously.

23 The last two items are 375, 376
24 of 2019. These are resolutions authorizing
25 the County Executive to execute

1 Rules Committee/10-7-19

2 intermunicipal agreements with the Town of
3 Oyster Bay and Village of Lynbrook.

4 LEGISLATOR SCHAEFER: So moved.

5 LEGISLATOR BYNOE: Second.

6 CHAIRMAN NICOLELLO: Moved by
7 Legislator Schaefer and seconded by
8 Legislator Bynoe.

9 MR. ARNOLD: Ken Arnold,
10 Department of Public Works.

11 Item 375 is an intermunicipal
12 agreement with the county and the town. The
13 town had received a grant through New York
14 State department of transportation for an
15 enhancement program on Jackson Avenue which
16 would help pedestrian access and
17 accessibility throughout that corridor.

18 The town requested additional
19 funds to help match the grant. The county
20 is providing funds through Legislator
21 Drucker's CRP program in the amount of
22 \$319,000 and also through our sidewalks
23 capital program in the amount of \$350,000.
24 In addition, the town has agreed to take
25 over the maintenance of 10 recharge basins

1 Rules Committee/10-7-19

2 in the Town of Oyster Bay.

3 CHAIRMAN NICOLELLO: Any
4 questions about that? Go to the next.

5 This is the one for Lynbrook. I
6 believe that's a legislative initiative.

7 MS. HORST: Katie Horst, County
8 Executive's Office. It's a CRP for
9 Legislator Gaylor.

10 CHAIRMAN NICOLELLO: Do we have
11 any public comment? Mr. Budnick.

12 MR. BUDNICK: My concern is
13 towards the southern end of this road which
14 is known as South Oyster Bay Road.

15 There is a place where it has a
16 grade crossing for Long Island Railroad
17 where many people have been killed. I know
18 some of them who were killed.

19 That grade crossing needs to be
20 eliminated as also does Stewart Avenue in
21 downtown Bethpage. People have been killed
22 there.

23 I would most respectfully hope
24 that somehow funding can be arranged for
25 those two grade crossing eliminations before

1 Rules Committee/10-7-19

2 more people are killed.

3 Thank you very much. You may be
4 intrigued to know that Only the Good Die
5 Young, the song by Billy Joel, talks about
6 the people that were killed at the South
7 Oyster Bay road crossing. Thank you.

8 CHAIRMAN NICOLELLO: Any other
9 public comment?

10 (No verbal response.)

11 All those in favor signify by
12 saying aye.

13 (Aye.)

14 Those opposed?

15 (No verbal response.)

16 Carries unanimously.

17 Motion to adjourn.

18 LEGISLATOR SCHAEFER: So moved.

19 LEGISLATOR RHOADS: Second.

20 CHAIRMAN NICOLELLO: By
21 Legislator Schaefer, seconded by Legislator
22 Rhoads.

23 All in favor of adjourning
24 signify by saying aye.

25 (Aye.)

1 Rules Committee/10-7-19

2 Those opposed?

3 (No verbal response.)

4 We are adjourned.

5 (Whereupon, the Rules Committee
6 adjourned at 3:34 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and
Notary Public in and for the State of New
York, do hereby stated:

THAT I attended at the time and place
above mentioned and took stenographic record
of the proceedings in the above-entitled
matter;

THAT the foregoing transcript is a true
and accurate transcript of the same and the
whole thereof, according to the best of my
ability and belief.

IN WITNESS WHEREOF, I have hereunto set
my hand this 24th day of October, 2019.

FRANK GRAY

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

FINANCE COMMITTEE

ADDENDUM

OCTOBER 7, 2019 1:00 PM

Howard Kopel - Chairman

Vincent Muscarella – Vice Chairman

Tom McKevitt

Rose Marie Walker

Ellen Birnbaum – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
382-19	PW/RE	PL, F, R	<u>RESOLUTION NO. – 2019</u> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A CONTRACT OF SALE BETWEEN THE COUNTY OF NASSAU AND DAO REALTY CORP. AND TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE ACQUISITION BY THE COUNTY OF CERTAIN PREMISES LOCATED IN THE HAMLET OF WANTAGH, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 56, BLOCK H, P/O LOT 81 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU. 382-19(PW/RE)
385-19	CE	F, R	<u>RESOLUTION NO. -2019</u> A RESOLUTION TO AUTHORIZE EXECUTION OF A TAX EXEMPTION AGREEMENT (“THE AGREEMENT”) BETWEEN THE COUNTY OF NASSAU (“THE COUNTY”) AND WOODBRIDGE AT FARMINGDALE II, L.P. (“THE COMPANY”). 385-19(CE)
392-19	OMB	PW, F, R	<u>ORDINANCE NO. – 2019</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 392-19(OMB)
398-19	OMB	PS, F, R	<u>ORDINANCE NO. – 2019</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 398-19(OMB)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE ADDENDUM

OCTOBER 7, 2019 1:00 PM

Laura Schaefer - Chairwoman
Tom McKevitt - Vice Chairman
Steven Rhoads
Denise Ford
Arnold Drucker – Ranking
Siela Bynoe
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
382-19	PW/RE	PL, F, R	RESOLUTION NO. – 2019 A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A CONTRACT OF SALE BETWEEN THE COUNTY OF NASSAU AND DAO REALTY CORP. AND TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE ACQUISITION BY THE COUNTY OF CERTAIN PREMISES LOCATED IN THE HAMLET OF WANTAGH, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 56, BLOCK H, P/O LOT 81 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU. 382-19(PW/RE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PUBLIC SAFETY COMMITTEE

ADDENDUM

OCTOBER 7, 2019 1:00 PM

Denise Ford - Chairwoman

Steve Rhoads - Vice Chairman

Vincent Muscarella

John Ferretti

Delia DeRiggi-Whitton - Ranking

Siela Bynoe

Debra Mule

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
398-19	OMB	PS, F, R	<u>ORDINANCE NO. – 2019</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 398-19(OMB)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

PUBLIC WORKS AND PARKS COMMITTEE ADDENDUM

OCTOBER 7, 2019 1:00 PM

Vincent Muscarella – Chairman

C. William Gaylor III – Vice Chairman

Laura Schaefer

James Kennedy

Siela Bynoe – Ranking

Arnold Drucker

Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
392-19	OMB	PW, F, R	<u>ORDINANCE NO. – 2019</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 392-19(OMB)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

OCTOBER 7, 2019 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
382-19	PW/RE	PL, F, R	<u>RESOLUTION NO. – 2019</u> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A CONTRACT OF SALE BETWEEN THE COUNTY OF NASSAU AND DAO REALTY CORP. AND TO EXECUTE ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE ACQUISITION BY THE COUNTY OF CERTAIN PREMISES LOCATED IN THE HAMLET OF WANTAGH, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 56, BLOCK H, P/O LOT 81 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU. 382-19(PW/RE)
385-19	CE	F, R	<u>RESOLUTION NO. -2019</u> A RESOLUTION TO AUTHORIZE EXECUTION OF A TAX EXEMPTION AGREEMENT (“THE AGREEMENT”) BETWEEN THE COUNTY OF NASSAU (“THE COUNTY”) AND WOODBRIDGE AT FARMINGDALE II, L.P. (“THE COMPANY”). 385-19(CE)
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398-19	OMB	PS, F, R	<u>ORDINANCE NO. – 2019</u> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF THE DISTRICT ATTORNEY. 398-19(OMB)
U-16-19	SS	R	<u>RESOLUTION NO. -2019</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES, AND TOW PIE FILMS, LLC. U-16-19



U-16-19

NIFS ID:CQSS19000004 Department: Social Services**Capital:**

SERVICE: Public Service Announcement

Contract ID #:CQSS19000004

NIFS Entry Date: 27-JUN-19

Term: from 01-JUL-19 to 31-DEC-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: Two Pie Films, LLC	Vendor ID#: 832991271
Address: 551 1st Street Brooklyn, NY 11215	Contact Person: Morgan Jones
	Phone: (415) 300-6962

Department:	
Contact Name: Michael Kanowitz	
Address: 60 Charles Lindbergh Blvd	
Phone: 516 227-7452	

2019 JUN 23 2:09
 OFFICE OF THE
 COMPTROLLER
 OF THE
 STATE OF NEW YORK

Routing Slip

Department	NIFS Entry: X	28-JUN-19 -- MKANOWITZ
Department	NIFS Approval: X	28-JUN-19 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval:	
OMB	NIFS Approval: X	28-JUN-19 -- ISEDIGHI
County Atty.	Insurance Verification: X	28-JUN-19 -- AAMATO
County Atty.	Approval to Form: X	28-JUN-19 -- DMCDERMOTT
CPO	Approval: X	03-JUL-19 -- KOHAGENCE
DCEC	Approval: X	03-JUL-19 -- JCHIARA

Dep. CE	Approval: X	08-JUL-19 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	23-AUG-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The vendor will create a targeted Public Service Announcement to raise awareness and encourage enrollment in Supplemental Nutrition Assistance Program (SNAP) for those eligible to enroll that are not currently enrolled. The vendor will implement innovative strategies to improve access for applicants with disabilities and increase SNAP participation among those eligible who are not currently enrolled.
Method of Procurement: RFP SS0118-1901 was issued on February 4, 2019. The Evaluation Committee found that the vendor provided the best value based upon the RFP Scope of Services and the evaluation factors set forth in the RFP. (See attached Recommendation for Award.)
Procurement History: DSS has not used this vendor previously. New vendor.
Description of General Provisions: The development, production and deployment of a 30 to 60 second Public Service Announcement (PSA). The vendor will provide development, script writing, production and other appropriate services involved with the development and deployment of a PSA.
Impact on Funding / Price Analysis: Federal 50% State 50% County 0%
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:		Revenue		1	SSGRT47X8FED/D E500	\$ 2,900.00
Resp:	SSGRT47X8FED	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	CQ	Federal	\$ 1,450.00			\$ 0.00
Project #:	SS47	State	\$ 1,450.00			\$ 0.00
Detail:	X8	Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 2,900.00		TOTAL	\$ 2,900.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Two Pie Films, LLC

2. Dollar amount requiring NIFA approval: \$2900

Amount to be encumbered: \$2900

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: 07/01/2019 to 12/31/2019

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 50

State % 50

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To create a targeted Public Service Announcement (PSA) to raise awareness and encourage the targeted population, who are not enrolled and are eligible, to enroll in the Supplemental Nutrition Assistance Program (SNAP) (formerly food stamps), implement innovative strategies and to improve access for applicants with disabilities and increase SNAP participation among eligible nonparticipants.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

ISEDIGHI

28-JUN-19

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. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF SOCIAL SERVICES, AND TWO PIE FILMS, LLC

WHEREAS, the County has negotiated a personal services agreement with Two Pie Films, LLC, respecting the creation of a Public Service Announcement focusing on how the Supplemental Nutrition Assistance Program can benefit persons with disabilities, a copy said amendment 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 to the agreement with Two Pie Films, LLC.

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: Two Pie Films, LLC

CONTRACTOR ADDRESS: 551 1ST Brooklyn, NY 11215

FEDERAL TAX ID #: 832991271

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on FEBRUARY 4, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in NEWSDAY [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on MARCH 1, 2019 [date]. TWO (2) [state #] proposals were received and evaluated. The

evaluation committee consisted of: ELLEN ADERBOCK, ESQ., ATTORNEY II, IV-D ADMINISTRATION (OSS), MARIA LAURIA, DIRECTOR, CHILDREN'S SERVICES (OSS), JEANNE RYAN, SWEX SUPERVISOR II SNAP/NEAP ADMINISTRATION (OSS) AND TARYN BOWEN-ALLEN, SWEX SUPERVISOR II, SNAP/NEAP ADMIN (OSS) (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

8.13.19
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
Morgan Jones [MORGAN@TWOPIEFILMS.COM]

Dated: 06/18/2019 11:39:54 PM

Vendor: Two Pie Films, LLC

Title: Owner/CEO

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: Morgan Jones
Date of birth: 06/19/1974
Home address: 551 1st St
City: Brooklyn State: NY Zip Code: 11215
Business Address: Two Pie Films, LLC
City: Brooklyn State: NY Zip Code: 11215
Telephone: (415) 300-6962
Other present address(es): 551 1st St
City: Brooklyn State: NY Zip Code: 11215
Telephone: (415) 300-6962
List of other addresses and telephone numbers attached

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

President	<u>06/19/2018</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>06/18/2018</u>	Secretary	<u></u>
Chief Financial Officer	<u>06/19/2019</u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

As the sole proprietor, I have 100% interest in the submitting business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Morgan Jones , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Two Pie Films, LLC

Name of submitting business

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

Morgan Jones [MORGAN@TWOPIEFILMS.COM]

Owner

Title

08/21/2019 01:40:49 PM

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: 06/24/2019

1) Proposer's Legal Name: Two Pie Films, LLC

2) Address of Place of Business: 551 1st St

City: Brooklyn

State: NY

Zip Code: 11215

3) Mailing Address (if different): _____

City: _____

State: _____

Zip Code: _____

Phone: (415) 300-6962

Does the business own or rent its facilities? Rent

If other, please provide details: _____

4) Dun and Bradstreet number: 117001563

5) Federal I.D. Number: 832991271

6) The proposer is a: Other (Describe) LLC operated like a sole proprietor

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details: _____

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflicts exist

(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 exist

(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 exist

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.

check previous employment and any lobbying interest of prospective employees and future contract opportunities.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

12/27/2018

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

none. This is an LLC operated like a sole proprietor with one individual employee maintaining all operations. It is a newly formed LLC. There are no loans.

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

Morgan Jones
551 1st. Street
Brooklyn, NY
11215

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

10000

vii) Summary of relevant accomplishments

documentary style ads that deliver a message to the audience
targeted ads for certain industry
*sound, camera, and editing work for many films

B. Indicate number of years in business.

1

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

9 plus years working in film industry creating ad campaigns and videos with messaging similar to the PSA I will work on for SNAP.

Previous corporate experience plus a degree in film.

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 Riverwest Real Estate

Contact Person Lance Wooten

Address 826 E Center St,

City Milwaukee, State WI

Telephone (414) 502-1775

Fax #

E-Mail Address lance@rwrnke.com

Company Robert Morgan Jokes

Contact Person Robert Morgan

Address 32-50 71st Street,

City Flushing State NY

Telephone (646) 954-4304

Fax #

E-Mail Address robertmorganjokes@gmail.com

Company Chris Emmons

Contact Person Chris Emmons

Address unknown

City Milwaukee State WI

Telephone (123) 456-7890

Fax #

E-Mail Address emmons.christopher29@gmail.com

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

I, Morgan Jones, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Two Pie Films, LLC

Electronically signed and certified at the date and time indicated by:
Morgan Jones [MORGAN@TWOPIEFILMS.COM]

Owner/CEO/President

Title

06/24/2019 01:39:59 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Two Pie Films, LLC

Address: 551 1st St

City: Brooklyn State: NY Zip Code: 11215

2. Entity's Vendor Identification Number: 832991271

3. Type of Business: Ltd. Liability Co (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 file(s):

YES ☐ NO ☒

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

none. This is an LLC operated like a sole proprietor with one member/owner/employee who is the same person.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

(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.

Electronically signed and certified at the date and time indicated by:
Morgan Jones [MORGAN@TWOPIEFILMS.COM]

Dated: 06/24/2019 12:15:18 PM

Title: Owner/CEO

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, the "Agreement"), dated as of the 1st day of July 2019 (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 Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, NY 11553-4821 (the "Department") and (ii) Two Pie Films, LLC, 551 1st Street, Brooklyn, NY 11215 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Department pursuant to NYS Office of Temporary and Disability Assistance (OTDA) 18 LCM 09 applied for and received a Supplemental Nutrition Assistance Program (SNAP) High Performance Bonus Award; and

WHEREAS, the Department desires to use some of the SNAP High Performance Bonus Award to create a thirty (30) to sixty (60) second Public Service Announcement (PSA) focusing on how the SNAP program can benefit persons with disabilities; and

WHEREAS, the Contractor has experience in creating PSAs; and

WHEREAS, the Department desires to hire Contractor to create a SNAP PSA focusing on how SNAP can benefit persons with disabilities; and

WHEREAS, the Contractor desires to perform the services of creating a PSA focusing on how SNAP can benefit persons with disabilities 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 July 1, 2019 and terminate on December 31, 2019 unless sooner terminated in accordance with the provisions of this Agreement.

2. Contractor's Services. The services to be provided by the Contractor under this Agreement shall consist of:

- (a) Contractor will provide a single 30 to 60 second duration public service announcement (PSA) video as a digital file, in a finished edit that is colored, captioned, ready for export, exported and delivered.
- (b) Contractor will provide a 16:9 aspect ratio video, exported to one or more codecs as required for each targeted social-media platform, and best suited to DSS needs.
- (c) Contractor with input from the Department will develop the script, do storyboarding, shoot planning, and crew staffing.
- (d) Contractor with input from the Department will develop locations for shooting.

- (e) Contractor with input from the Department will perform talent scouting and work with Department to provide extras and individuals to interview or find extras through a casting site, or through the Two Pie Films network
- (f) If needed, Contractor will purchase rights for stock footage for B-roll supplemental or alternative footage, as appropriate.
- (g) Contractor will provide the crew for shooting the PSA.
- (h) Contractor will provide any needed camera and lighting equipment including but not limited to light-emitting diode (LED) lighting, Canon EOS R camera, and other miscellaneous gear.
- (i) Contractor will provide any needed sound equipment including but not limited to wireless lavaliers, boom pole, shotgun microphone, mixer, and other miscellaneous gear.
- (j) Contractor will ensure that the shooting crew has transportation to the filming site.
- (k) Contractor with assistance from the Department will ensure that the talent has transportation to the filming site.
- (l) Contractor will arrange for food services to be provided to the crew and talent on filming days.
- (m) Contractor will provide editing, captioning, coloring, sound editing/mixing, and final export for the PSA
- (n) Contractor will transpose the PSA into text. The text will be translated into Spanish by a reputable source approved by the Department.
- (o) Contractor will provide appropriate music for the PSA with the Department's approval.

3. Department's Services. The services to be provided by the Department under this Agreement shall consist of:

- a. The Department will work with the Contractor in developing the PSA message.
- b. The Department will provide the Contractor with SNAP program information, promotional literature and website linkage.
- c. The Department will provide the Contractor with examples of SNAP PSAs developed by other government agencies and not for profits.
- d. The Department will assist the Contractor in finding sources which will provide air time for the PSA.
- e. The Department in consultation with the Contractor will provide as appropriate and available In-Kind Services such as location for shooting, and talent scouting.

4. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Two Thousand Nine-Hundred Dollars (\$2,900.00) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (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. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or 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).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law. (a) Generally. The Contractor 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, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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. The provisions of the Nassau County Living Wage Law LL 1-2006 are inapplicable to this Agreement since the value of the Agreement is less than Twenty -Five Thousand Dollars (\$25,000.00).

(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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. 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.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send

or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. 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.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. 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.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Zero Dollars (\$0.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

Two Pie Films, LLC.

By: Morgan Jones
Morgan Jones,

Owner

Date: 6-29-19

NASSAU COUNTY

By: _____

Name: _____

☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

145383

STATE OF NEW YORK)

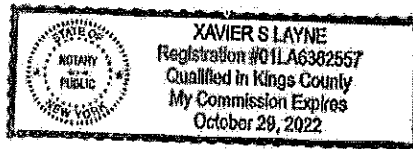
)ss.:

COUNTY OF ~~NASSAU~~

Kings

On the 25 day of June in the year 2019 before me personally came **Morgan Jones** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings ; that he or she is the Owner of **Two Pie Films LLC**, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Xavier Layne 6/25/19

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 the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 87, Section 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Morgan Jones 6-17-19
Name and Title of Authorized Representative mdyjy

Morgan Jones 6-17-19
Signature Date

Two Pie Films, LLC
Name of Organization

551 1st Street, Brooklyn, NY 11215
Address of Organization

COUNTY OF NASSAU
Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Quality Management, Research and Planning
Department of Social Services

Date: June 28, 2019

Subject: Two Pic Films, LLC
Public Service Announcement Services New Contract 2019

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated June 5, 2019, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
145786



LAURA CURRAN
COUNTY EXECUTIVE



PAUL F. BRODERICK
ACTING COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

June 5, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501


Re. – Contract: Two Pie Films, LLC
Public Service Announcement (SNAP) Services New Contract 2019

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,


Michael A. Kanowitz
Quality Management, Research and Planning

cc: Christopher Nicolino, Director-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Ron Gurrieri, Executive Vice President Local 830 CSEA
Jason Perkowsky and John Aloisi, Grievance Chair Local 830 CSEA
ENCLOSURES

13792
145380

COUNTY OF NASSAU

Inter-Departmental Memo

To: Robert Cleary
Chief Procurement Officer

From: Paul F. Broderick *PFB*
Chief Deputy Commissioner DSS

Date: June 28, 2019

Subject: Two Pie Films, LLC, Public Service Announcement Services Contract
2019 CQSS19000004

Please accept this Memo as the formal "Delay" Memo on behalf of DSS concerning the Public Services Announcement Services contract with Two Pie Films, LLC. I submit this Memo upon information and belief.

DSS has worked closely with you and your office to implement the new Vendor Portal system with our vendors. Two Pie Films, LLC is a new vendor. Two Pie Films, LLC endeavored to upload the various disclosure forms in a diligent manner and was responsive to requests made by DSS. However, difficulties were encountered by the vendor in negotiating the new system.

A contract cannot be entered into thr Contract Routing System (ECRS) until the package is complete and ready for review. Therefore, as a result of the above factors, the contract submission was delayed.

145784





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2019

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022		CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL: contact@hiscox.com ADDRESS: FAX (A/C, No):	
INSURED Two Ple Films, LLC 551 1st St Brooklyn, NY 11215		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10200	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	UDC-4184207-CGL-19	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) I am producing a video for SNAP						

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 60 Charles Lindbergh Blvd Uniondale NY 11553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): Two Pie Films, LLC 551 1st St Brooklyn, NY 11215-2305 PHONE: 415-300-6962 FEIN: XXXXX1271	Business Applying For: Contract with Government Agency From: Nassau County
---	--

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC**

WORKERS' COMPENSATION INSURANCE COVERAGE for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: Morgan B Jones

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY**

DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE for the following reason:

The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Morgan B. Jones, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: 6/26/19
Exemption Certificate Number 2019-043592		Received June 20, 2019 NYS Workers' Compensation Board

197-19

OFFICE OF THE
DEMOCRATIC MINORITY




PETER J. CLINES, ESQ.
MINORITY COUNSEL

NASSAU COUNTY LEGISLATURE
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE - ROOM 131
MINEOLA, NEW YORK 11501
TELEPHONE: (516) 571-6232 - FAX: (516) 571-8125
email: PCLINES@NASSAUCOUNTYNY.GOV

Inter-Departmental Memo

To: Michael C Pulitzer, Clerk of the Legislature

From: Peter J. Clines, Esq., Minority Counsel 

CC: Hon. Richard Nicoletto, Presiding Officer

Hon. Kevan Abrahams, Minority Leader

Date: May 28, 2019

Re: A LOCAL LAW TO LIMIT THE SALE OF FLAVORED E-CIGARETTE AND
LIQUID NICOTINE PRODUCTS SOLD IN NASSAU COUNTY

Attached please find the above referenced proposed resolution which has been approved as to form per the Rules of the Legislature. Kindly distribute a copy to Presiding Officer Richard Nicoletto along with our request that this item be placed on the next available legislative agenda.

Kindly provide a time stamped hard copy acknowledgement of your receipt.

Thank you.

2019 MAY 28 PM 3:56
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

197-19

Introduced by: Legislator Arnold W. Drucker

PROPOSED LOCAL LAW NO. -2019

A LOCAL LAW TO LIMIT THE SALE OF FLAVORED E-CIGARETTE AND LIQUID NICOTINE PRODUCTS SOLD IN NASSAU COUNTY

APPROVED AS TO FORM
PETER J. CLINES, MINORITY COUNSEL

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2019 MAY 28 PM 3:56

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

Section 1. A new Title H-1 is added to Chapter IX, Department of Health, of the Administrative Code of Nassau County as follows:

Title H-1

Limitation on Sale of Flavored E-Cigarettes and Liquid Nicotine

§ 9-25.11 Legislative Intent. This Legislature finds that although steps have been taken to educate the public, especially young people, regarding the dangers of smoking and nicotine addiction, e-cigarette and liquid nicotine usage has increased. The increase in e-cigarettes and liquid nicotine use among youth has a correlation to the variety of flavors. In addition, flavored liquid nicotine has also been marketed to adults as a viable smoking cessation alternative. However, studies have revealed that the large number of available flavors disproportionately attracts youth to the e-cigarette market. The flavors are also sold in pods that are promoted in the vape industry as longer lasting, higher quality, and offering stronger nicotine levels than a vape pen. The Centers for Disease Control and Prevention ("CDC") has determined that there are ingredients in e-cigarette aerosols that

may also be harmful to the lungs in the long-term and flavorings may be unsafe to inhale because lungs cannot process certain substances, regardless of the age of the flavored e-cigarette and liquid nicotine user. For instance, the CDC has warned e-cigarette users that the aerosol that is inhaled from the device can contain flavoring agents such as diacetyl, a chemical that has a buttery or butterscotch flavor, that has been linked to a serious lung disease.

The May 2019 issue of *Pediatrics*, the official journal of the American Academy of Pediatrics, published a study conducted by the Department of Pediatrics, Renaissance School of Medicine at Stony Brook University of tobacco, e-cigarette, and marijuana use by adolescents between the ages of twelve and twenty one. The study reveals very disconcerting data: out of the five hundred and seventeen participants, thirteen point nine percent reported use of tobacco but almost three times as many youths, thirty-six percent, reported that they have tried e-cigarettes. In the study, researchers also analyzed two hundred and sixty five urine samples to measure the levels of cotinine, a substance associated with e-cigarette use. Cotinine is a toxic alkaloid that metabolizes in the body from nicotine exposure. Data indicates that significantly higher cotinine levels were present in the samples taken from e-cigarette users, and unfortunately, users in the study with the highest cotinine levels either believed or did not know their e-cigarette contained nicotine. Almost eighty percent of daily e-cigarette users in the study were more likely to use the pod systems that have higher nicotine content resulting in higher levels of cotinine in their samples than nonpod users. Thus, an increase in e-cigarette use, especially the use of devices that have the highest concentration of nicotine, drastically increases the likelihood of adolescent nicotine addiction and dependence.

To protect the health, safety, and welfare of the public, especially young people, within Nassau County, it is necessary to restrict the sale of flavored e-cigarettes and liquid nicotine.

§9-25.12 Definitions.

- A. "Accessory" shall have the meaning set forth in section 9-25.2 (A) of Title H of this chapter.
- B. "Component or Part" shall have the meaning set forth in section 9-25.2 (D) of Title H of this chapter.
- C. "Commissioner" shall mean the Commissioner of the Nassau County Department of Health.
- D. "E-cigarette" shall mean any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product

name. The term "E-cigarette" shall also include an "Electronic aerosol delivery system" as defined in section 9-25.2 (E) of Title H of this chapter.

E. "Enforcement officer" shall have the meaning set forth in section 9-25.2 (F) of Title H of this chapter.

F. "Tobacco Product" shall have the meaning set forth in section 9-25.2 (L) of Title H of this chapter.

§9-25.13 Sale Restrictions.

E-cigarette and liquid nicotine products may only be offered for sale within the County of Nassau if they are flavorless or tobacco, mint, or menthol flavored.

§ 9-25.14 Enforcement

A. The Commissioner is charged with ensuring compliance with this section.

B. Enforcement officers shall be authorized to serve official notices of violation of this Title.

§ 9-25.15 Violations and Penalties

Violations of any provision of this Title shall be punishable by a civil penalty of a minimum of three hundred dollars, but not to exceed one thousand dollars for a first violation, and a minimum of five hundred dollars, but not to exceed one thousand five hundred dollars for each subsequent violation.

§ 9-25.16 Rules and Procedures.

The Commissioner shall promulgate such rules and procedures as are necessary to effectuate the provisions of this Title.

§ 9-25.17 Reverse Preemption.

This Title shall be null and void and deemed repealed and removed from this Administrative Code on the day that any state or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this Title. The County Executive shall determine whether or not identical or substantially similar state or federal legislation has been enacted for the purposes of triggering the provisions of this section and shall advise this Legislature thirty (30) days prior to the triggering of the provisions of this section.

Section 2. Severability. If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, 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 person, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.


Section 3. SEQRA Determination. This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the New York Code of Rules and Regulations (NYCRR) and within the meaning of section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection.

Section 4. Effective Date. This law shall take effect thirty days after enactment by the Legislature.

Introduced by: Legislator Arnold W. Drucker

LOCAL LAW NO. -2019

**A LOCAL LAW TO LIMIT THE SALE OF FLAVORED E-CIGARETTE AND LIQUID
NICOTINE PRODUCTS SOLD IN NASSAU COUNTY**

APPROVED AS TO FORM

PETER J. CLINES MINORITY COUNSEL

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2019 MAY 28 P 3:56

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NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

HEALTH AND SOCIAL SERVICES COMMITTEE ADDENDUM

OCTOBER 7, 2019 1:00 PM

Rose Marie Walker – Chairwoman

James Kennedy – Vice Chairman

Laura Schaefer

C. William Gaylor III

Delia DeRiggi-Whitton – Ranking

Arnold Drucker

Joshua Lafazan

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
197-19	LE	H, R	<u>PROPOSED LOCAL LAW NO. – 2019</u> A LOCAL LAW TO LIMIT THE SALE OF FLAVORED E-CIGARETTE AND LIQUID NICOTINE PRODUCTS SOLD IN NASSAU COUNTY. 197-19(LE)

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM II

OCTOBER 7, 2019 1:00 PM

Richard Nicoletto – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
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