

## 1. Agendas

### Documents:

E 4-12-21.PDF  
F-4-12-21.PDF  
GS-4-12-21.PDF  
H-4-12-21.PDF  
MA -4-12-21.PDF  
PL-4-12-21.PDF  
PS-4-12-21.PDF  
PW -4-12-21.PDF  
R-4-12-21.PDF  
TV-4-12-21.PDF  
VS - 4-12-21.PDF

## 2. Additional Backups 4/12/21

### Documents:

B-10-21 ADDITIONAL BACKUP 2 NCWEB.PDF  
B-13-21 ADDITIONAL BACKUP 2 NCWEB.PDF  
B-14-21 ADDITIONAL BACKUP 2 NCWEB.PDF  
E-37-21 ADDITIONAL BACKUP.PDF

## 3. Contract 4-12-21

### Documents:

E-45-21 NCWEB.PDF

## 4. Addendums 4/12/21

### Documents:

H-4-12-21 ADDENDUM.PDF  
PS-4-12-21 ADDENDUM.PDF  
R-4-12-21 ADDENDUM .PDF  
F-4-12-21 ADDENDUM .PDF

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

# **ECONOMIC AND COMMUNITY DEVELOPMENT, LABOR AND TRANSPORTATION COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**Tom McKevitt – Chairman**  
**John Ferretti – Vice Chairman**  
**Steve Rhoads**  
**Denise Ford**  
**Siela Bynoe – Ranking**  
**Ellen Birnbaum**  
**Debra Mulé**

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

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **FINANCE COMMITTEE**

**APRIL 12, 2021 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	Summary
97-21	OMB	PS, F, R	<b><u>ORDINANCE NO. -2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 97-21(OMB)
98-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 98-21(OMB)
99-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 99-21(OMB)
100-21	AT	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE CLAIMS WITH THE PARTIES AS SET FORTH IN THE ACTION ENTITLED MATTER OF THE APPLICATION FOR JUDICIAL DISSOLUTION OF FRIENDS FOR LONG ISLAND’S HERITAGE, INDEX NO. 019423/2005, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 100-21(AT)
101-21	AT	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED GRAMERCY GROUP, INC. V. COUNTY OF NASSAU, ADV. PROC. NO. 8-19-08160 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-21(AT)
103-21	PK	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND MUSEUMS AT MITCHEL DBA CRADLE OF AVIATION. 103-21(PK)
109-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 109-21(OMB)

Clerk Item No.	Proposed By	Assigned To	Summary
110-21	PK	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE AFRICAN ATLANTIC GENEALOGICAL SOCIETY, INC. 110-21(PK)
111-21	PW	F, R	<b><u>ORDINANCE NO. -2021</u></b> AN ORDINANCE TO AMEND ORDINANCE NO. 174-2018, ADOPTING THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2019, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 111-21(PW)
112-21	PW	F, R	<b><u>ORDINANCE NO. -2021</u></b> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$49,200,606 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 112-21(PW)
113-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 113-21(OMB)
114-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 114-21(OMB)
115-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 115-21(OMB)
116-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 116-21(OMB)
117-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 117-21(OMB)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>118-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 118-21(OMB)
<b>131-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 131-21(OMB)
<b>132-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 132-21(OMB)
<b>133-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 133-21(OMB)
<b>134-21</b>	<b>OMB</b>	<b>PW, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 134-21(OMB)
<b>135-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 135-21(OMB)
<b>136-21</b>	<b>CE</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE “COUNTY”) AND HALANDIA ASSOCIATES-BALDWIN L.P. (“HALANDIA”).136-21(CE)
<b>137-21</b>	<b>CE</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE “COUNTY”) AND NEW GREENWICH ASSOCIATES LLC (“GREENWICH”). 137-21(CE)
<b>141-21</b>	<b>DA</b>	<b>F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE AMENDING SECTION 3.3 OF ORDINANCE 543-1995, WITH RESPECT TO CHILD CARE LEAVE FOR “NON-CONTRACT” EMPLOYEES OF THE DISTRICT ATTORNEY’S OFFICE. 141-21(DA)
			<b><u>THE FOLLOWING ITEMS MAY BE INTABLED</u></b>

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>282-20</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, AS SET FORTH IN THE ACTION ENTITLED MCCARTHY V. COUNTY OF NASSAU, ET AL.; INDEX NO. 60443/2015 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 282-20(AT)
<b>61-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED BABEK GASANOV & JASPER OLD WESTBURY 68 LLC V. COUNTY OF NASSAU, ET AL., INDEX NO. 404494/2019 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 61-21(AT)
<b>62-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED 363 ROCKAWAY ASSOCIATES LLC V. COUNTY OF NASSAU, ET AL., INDEX NOS. 400886/2017, 404656/2019, AND 404657/2019 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 62-21(AT)
<b>63-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED WESTBURY SUCCESS LLC V. COUNTY OF NASSAU, ET AL., INDEX NOS. 400768/2018 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 63-21(AT)
<b>73-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED THE STOP & SHOP SUPERMARKET COMPANY V. COUNTY OF NASSAU, INDEX NOS. 405476/2017 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 73-21(AT)



Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
74-21	AT	F, R	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED NEW YORK COMMUNITY BANK V. COUNTY OF NASSAU, INDEX NOS. 403506/16 AND 405543/17 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 74-21(AT)
75-21	AT	F, R	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED JP MORGAN CHASE BANK N.A. V. COUNTY OF NASSAU, INDEX NO. 406829/18 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 75-21(AT)
76-21	AT	F, R	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED J.C. PENNEY PROPERTIES, INC. V. COUNTY OF NASSAU, INDEX NO. 405959/17 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 76-21(AT)
77-21	AT	F, R	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED BROADVAL LLC V. COUNTY OF NASSAU, EL AL., INDEX NO. 405789/2008 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 77-21(AT)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>78-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED BOARD OF MANAGERS OF HAMLET EAST CONDOMINIUM AS AGENT FOR THE UNIT OWNERS V. COUNTY OF NASSAU, EL AL., INDEX NOS. 405187/2015 AND 404987/2017 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 78-21(AT)
<b>79-21</b>	<b>AT</b>	<b>F, R</b>	<b><u>RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PETITIONER, AS SET FORTH IN THE ACTION ENTITLED BOARD OF MANAGERS OF MAPLE RUN CONDOMINIUM AS AGENT FOR THE UNIT OWNERS V. COUNTY OF NASSAU, EL AL., INDEX NO. 405683/2016 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 79-21(AT)

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **GOVERNMENT SERVICES & OPERATIONS COMMITTEE APRIL 12, 2021 1:00 PM**

**James Kennedy - Chairman**

**Denise Ford – Vice Chairwoman**

**Tom McKevitt**

**John Ferretti**

**Arnold Drucker– Ranking**

**Joshua Lafazan**

**Carrié Solages**

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

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**



# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **HEALTH AND SOCIAL SERVICES COMMITTEE**

**APRIL 12, 2021 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>
93-21	LE	H, R	<b><u>PROPOSED LOCAL LAW NO.-2021</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF ELECTRONIC AEROSOL DELIVERY SYSTEMS OR COMPONENTS OR PARTS WITHIN 1,000 LINEAR FEET OF A SCHOOL, PUBLIC PARK OR PLAYGROUND. 93-21(LE)

HEALTH

# **NASSAU COUNTY LEGISLATURE**

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

### **MINORITY AFFAIRS COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**Steve Rhoads – Chairman**

**Rose Marie Walker – Vice Chairwoman**

**James Kennedy**

**Denise Ford**

**Carrié Solages – Ranking**

**Kevan Abrahams**

**Debra Mulé**

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



**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE**

**APRIL 12, 2021 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**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>130-21</b>	<b>PW</b>	<b>PL, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE “MAP OF PARAMOUNT COURT,” SITUATED IN THE HAMLET OF WEST HEMPSTEAD, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 130-21(PW)

PLANNING

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **PUBLIC SAFETY COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**Denise Ford - Chairwoman**

**Steve Rhoads - Vice Chairman**

**Vincent Muscarella**

**John Ferretti**

**Delia DeRiggi-Whitton - Ranking**

**Siela Bynoe**

**Debra Mulé**

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

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
97-21	OMB	PS, F, R	<b><u>ORDINANCE NO. -2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 97-21(OMB)
99-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 99-21(OMB)
113-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 113-21(OMB)
114-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 114-21(OMB)
115-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 115-21(OMB)
116-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 116-21(OMB)
127-21	PB	PS, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE CAPITAL DISTRICT YOUTH CENTER, INC. IN RELATION TO THE USE OF A REGIONAL SECURE DETENTION FACILITY. 127-21(PB)
132-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 132-21(OMB)
133-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 133-21(OMB)
135-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 135-21(OMB)

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **PUBLIC WORKS AND PARKS COMMITTEE**

**APRIL 12, 2021 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**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>134-21</b>	<b>OMB</b>	<b>PW, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 134- 21(OMB)

PUBLIC WORKS



# **NASSAU COUNTY LEGISLATURE**

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

# **RULES COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**Richard Nicolello – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

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

Clerk Item No.	Proposed By	Assigned To	Summary
93-21	LE	H, R	<b><u>PROPOSED LOCAL LAW NO.-2021</u></b> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF ELECTRONIC AEROSOL DELIVERY SYSTEMS OR COMPONENTS OR PARTS WITHIN 1,000 LINEAR FEET OF A SCHOOL, PUBLIC PARK OR PLAYGROUND. 93-21(LE)
97-21	OMB	PS, F, R	<b><u>ORDINANCE NO. -2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 97-21(OMB)
98-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 98-21(OMB)
99-21	OMB	PS, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 99-21(OMB)
100-21	AT	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE CLAIMS WITH THE PARTIES AS SET FORTH IN THE ACTION ENTITLED MATTER OF THE APPLICATION FOR JUDICIAL DISSOLUTION OF FRIENDS FOR LONG ISLAND’S HERITAGE, INDEX NO. 019423/2005, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 100-21(AT)
101-21	AT	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED GRAMERCY GROUP, INC. V. COUNTY OF NASSAU, ADV. PROC. NO. 8-19-08160 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 101-21(AT)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
102-21	BE	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION SETTING FORTH THE OFFICERS AND EMPLOYEES DEEMED TO HOLD POLICY-MAKING POSITIONS FOR FILING YEAR 2021 (RELATING TO CALENDAR YEAR 2020) WHO SHALL BE REQUIRED TO FILE ANNUAL STATEMENTS OF FINANCIAL DISCLOSURE PURSUANT TO NASSAU COUNTY ADMINISTRATIVE CODE §22-4.3 AND THE GENERAL MUNICIPAL LAW. 102-21(BE)
103-21	PK	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND MUSEUMS AT MITCHEL DBA CRADLE OF AVIATION. 103-21(PK)
104-21	PD	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 104-21(PD)
105-21	PD	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 105-21(PD)
106-21	PD	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 106-21(PD)
107-21	PD	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 107-21(PD)
108-21	PD	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO ACCEPT A GIFT OFFERED BY THE NASSAU COUNTY POLICE DEPARTMENT FOUNDATION TO THE NASSAU COUNTY POLICE DEPARTMENT. 108-21(PD)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>109-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 109-21(OMB)
<b>110-21</b>	<b>PK</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE AFRICAN ATLANTIC GENEALOGICAL SOCIETY, INC. 110-21(PK)
<b>111-21</b>	<b>PW</b>	<b>F, R</b>	<b><u>ORDINANCE NO. -2021</u></b> AN ORDINANCE TO AMEND ORDINANCE NO. 174-2018, ADOPTING THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2019, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 111-21(PW)
<b>112-21</b>	<b>PW</b>	<b>F, R</b>	<b><u>ORDINANCE NO. -2021</u></b> A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECT IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$49,200,606 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 112-21(PW)
<b>113-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 113-21(OMB)
<b>114-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 114-21(OMB)
<b>115-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 115-21(OMB)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>116-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PROBATION. 116-21(OMB)
<b>117-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 117-21(OMB)
<b>118-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 118-21(OMB)
<b>119-21</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND THE RETIREMENT AND SOCIAL SECURITY LAW IN RELATION TO THE RETIREMENT OF MEMBERS WHO SERVE AS POLICE MEDICS, POLICE MEDIC SUPERVISORS AND MEMBERS WHO PERFORM POLICE MEDIC RELATED SERVICES IN THE NASSAU COUNTY POLICE DEPARTMENT. 119-21(LE)
<b>120-21</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND THE RETIREMENT AND SOCIAL SECURITY LAW IN RELATION TO PROVIDING PERFORMANCE OF DUTY DISABILITY RETIREMENT BENEFITS FOR THE EMPLOYEE TITLES POLICE MEDIC, POLICE MEDIC SUPERVISOR, POLICE MEDIC COORDINATOR, BUREAU DIRECTOR EMERGENCY AMBULANCE, AND DEPUTY BUREAU DIRECTOR EMERGENCY AMBULANCE IN THE EMPLOY OF NASSAU COUNTY. 120-21(LE)
<b>121-21</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND THE RETIREMENT AND SOCIAL SECURITY LAW IN RELATION TO ESTABLISHING A DEATH BENEFIT FOR DEPUTY SHERIFFS EMPLOYED BY NASSAU COUNTY. 121-21(LE)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>122-21</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND THE RETIREMENT AND SOCIAL SECURITY LAW IN RELATION TO PROVIDING ACCIDENTAL DISABILITY RETIREMENT BENEFITS FOR CHIEF, FIRE MARSHALS, ASSISTANT CHIEF FIRE MARSHALS, DIVISION SUPERVISING FIRE MARSHALS, SUPERVISING FIRE MARSHALS AND FIRE MARSHAL TRAINEES IN NASSAU COUNTY. 122-21(LE)
<b>123-21</b>	<b>LE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT TO AMEND THE RETIREMENT AND SOCIAL SECURITY LAW IN RELATION TO PROVIDING A HEART DISEASE PRESUMPTION FOR CERTAIN FIRE MARSHALS IN NASSAU COUNTY. 123-21(LE)
<b>124-21</b>	<b>CE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE’S APPOINTMENT OF RIZWAN QURESHI TO THE NASSAU COUNTY BOARD OF HEALTH PURSUANT TO SECTIONS 203 AND 902 OF THE NASSAU COUNTY CHARTER. 124-21(CE)
<b>125-21</b>	<b>CE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE’S APPOINTMENT OF JOHN M. FABIAN TO THE NASSAU COUNTY VOCATIONAL EDUCATION EXTENSION BOARD (“VEEB”). 125-21(CE)
<b>126-21</b>	<b>CE</b>	<b>R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION CONFIRMING THE COUNTY EXECUTIVE’S APPOINTMENT OF MICHAEL MCDERMOTT TO THE NASSAU COUNTY VOCATIONAL EDUCATION EXTENSION BOARD (“VEEB”). 126-21(CE)
<b>127-21</b>	<b>PB</b>	<b>PS, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE CAPITAL DISTRICT YOUTH CENTER, INC. IN RELATION TO THE USE OF A REGIONAL SECURE DETENTION FACILITY. 127-21(PB)

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>130-21</b>	<b>PW</b>	<b>PL, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE “MAP OF PARAMOUNT COURT,” SITUATED IN THE HAMLET OF WEST HEMPSTEAD, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 130-21(PW)
<b>131-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 131-21(OMB)
<b>132-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 132-21(OMB)
<b>133-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 133-21(OMB)
<b>134-21</b>	<b>OMB</b>	<b>PW, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 134-21(OMB)
<b>135-21</b>	<b>OMB</b>	<b>PS, F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 135-21(OMB)
<b>136-21</b>	<b>CE</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE “COUNTY”) AND HALANDIA ASSOCIATES-BALDWIN L.P. (“HALANDIA”).136-21(CE)
<b>137-21</b>	<b>CE</b>	<b>F, R</b>	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION TO AUTHORIZE THE EXECUTION OF A TAX EXEMPTION EXTENSION AGREEMENT BETWEEN THE COUNTY OF NASSAU (THE “COUNTY”) AND NEW GREENWICH ASSOCIATES LLC (“GREENWICH”). 137-21(CE)

Clerk Item No.	Proposed By	Assigned To	Summary
138-21	LE	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO CEREMONIALLY DESIGNATE A PORTION OF THE COUNTY ROAD KNOWN AS BROOKSIDE AVENUE BETWEEN MERRICK ROAD AND SUNRISE HIGHWAY IN FREEPORT AS “ERNEST ‘ERNIE’ KIGHT, JR. WAY”, AND DIRECTING THE DEPARTMENT OF PUBLIC WORKS TO INSTALL CONSPICUOUS SIGNAGE ALONG SAID ROADWAY. 138-21(LE)
141-21	DA	F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE AMENDING SECTION 3.3 OF ORDINANCE 543-1995, WITH RESPECT TO CHILD CARE LEAVE FOR “NON-CONTRACT” EMPLOYEES OF THE DISTRICT ATTORNEY’S OFFICE. 141-21(DA)
A-10-21	PR	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND AMERICAN RECREATIONAL PRODUCTS (RY-LECIA CORP.) A-10-21
A-18-21	PR	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND NASSAU SUFFOLK TURF SERVICES. A-18-21
A-19-21	PR	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SITEONE LANDSCAPE SUPPLY LLC DBA ALL PRO HORTICULTURE. A-19-21



<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>A-22-21</b>	<b>PR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND TRAFFIC SAFETY SERVICE LLC. A-22-21
<b>A-24-21</b>	<b>PR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE TWO PURCHASE ORDERS BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND BEYER FORD LLC. A-24-21
<b>B-9-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND TRIUMPH CONSTRUCTION CORP. B-9-21
<b>B-10-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND J PIZZIRUSSO LANDSCAPING CORP. B-10-21
<b>B-11-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND MACEDO CONTRACTING SERVICES, INC. B-11-21
<b>B-12-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND MACE CONTRACTING SERVICES, INC. B-12-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>B-13-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND D P CIVIL, INC. B-13-21
<b>B-14-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND D P CIVIL, INC. B-14-21
<b>E-36-21</b>	<b>CO</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND MILLIMAN, INC. E-36-21
<b>E-37-21</b>	<b>FC</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF FIRE COMMISSION, AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD. E-37-21
<b>E-38-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND J.C. BRODERICK & ASSOCIATES. E-38-21
<b>E-39-21</b>	<b>CC</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY CLERK, AND WORD POWER UNLIMITED, INC. ("WORD"). E-39-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-40-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND LIRO ARCHITECTS AND PLANNERS, PC. E-40-21
<b>E-41-21</b>	<b>PR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DEBRUIN ENGINEERING P.C. E-41-21
<b>E-42-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP. E-42-21
<b>E-43-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WEST GROUP LAW PLLC. E-43-21
<b>E-44-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND MONTFORT, HEALY, MCGUIRE & SALLEY LLP. E-44-21
<b>E-45-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WEST GROUP LAW PLLC. E-45-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-46-21</b>	<b>PD</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE SAFE CENTER LI, INC. ("SAFE CENTER"). E-46-21
<b>E-47-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-47-21
<b>E-48-21</b>	<b>PD</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE CHANGE HEALTHCARE PRACTICE MANAGEMENT SOLUTIONS, INC. ("CHANGE HEALTHCARE"). E-48-21
<b>E-49-21</b>	<b>TR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY TREASURER'S OFFICE, AND PKF O'CONNOR DAVIES, LLP. E-49-21
<b>E-50-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-50-21
<b>E-51-21</b>	<b>IT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND SVAM INTERNATIONAL, INC. E-51-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-52-21</b>	<b>IT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND IIT, INC. E-52-21
<b>E-53-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE, AND LAMB & BARNOSKY, LLP. E-53-21
<b>E-54-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY, AND BISCIGLIE & ASSOCIATES, P.C. E-54-21
<b>E-55-21</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND DISCOVER LONG ISLAND, INC. E-55-21
<b>E-56-21</b>	<b>TV</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND RTR FINANCIAL SERVICES INC. E-56-21
<b>E-57-21</b>	<b>TV</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ALLIANCEONE RECEIVABLES MANAGEMENT, INC. E-57-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-58-21</b>	<b>PD</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT (“DEPARTMENT”), AND THE CRIME VICTIMS CENTER, INC. (D/B/A PARENTS FOR MEGAN’S LAW). E-58-21
<b>E-59-21</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERMIT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND DICKINSON 1 LLC. E-59-21
<b>E-60-21</b>	<b>HS</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND BONADIO & CO., LLP (“BONADIO”). E-60-21
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>B-3-20</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
<b>E-79-20</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND COLISEUM KITCHEN INC. E-79-20

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-106-20</b>	<b>SS</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND AMERICAN RECORD MANAGEMENT SYSTEMS, INC. E-106-20
<b>E-134-20</b>	<b>TR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TREASURER'S OFFICE AND ALBRECHT, VIGGIANO, ZURECK & COMPANY P.C. E-134-20
<b>E-171-20</b>	<b>BU</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND PFM FINANCIAL ADVISORS LLC. E-171-20
<b>E-2-21</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND WILDLIFE IN NEED OF RESCUE AND REHABILITATION. E-2-21
<b>E-21-21</b>	<b>DA</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE DISTRICT ATTORNEY, AND THE SAFE CENTER LI, INC. E-21-21
<b>E-23-21</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A LICENSE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND CARLTUN ON THE PARK LTD. E-23-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-30-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ADOPT A HIGHWAY MAINTENANCE CORPORATION OF NEW YORK. E-30-21
<b>E-33-21</b>	<b>DA</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY’S OFFICE, AND HISPANIC COUNSELING CENTER, INC. (“HCCI”). E-33-21



# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

# **TOWNS, VILLAGES & CITIES COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**C. William Gaylor III– Chairman**

**Laura Schaefer – Vice Chairwoman**

**James Kennedy**

**Vincent Muscarella**

**Joshua Lafazan – Ranking**

**Ellen Birnbaum**

**Delia DeRiggi-Whitton**

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

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

**NASSAU COUNTY LEGISLATURE  
13TH TERM MEETING AGENDA**

**VETERANS  
AND SENIOR AFFAIRS  
COMMITTEE**

**APRIL 12, 2021 1:00 PM**

**John Ferretti – Chairman  
C. William Gaylor III– Vice Chairman  
Rose Marie Walker  
Steve Rhoads  
Debra Mulé - Ranking  
Delia DeRiggi-Whitton  
Ellen Birnbaum**

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

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

B-10-21  
Additional  
Backup 2

B-10-21  
Additional Backup

MASSACHUSETTS  
SIXTH DISTRICT  
2021 APR -9 PM 3:27

**COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo**

**TO:** Contract File

**FROM:** Jane Houdek, Designated DPO

**DATE:** March 23, 2021

**SUBJECT:** Contract No. H60052-01G  
GOSR Lido Beach Drainage Improvements Project  
J. Pizzirusso Landscaping Corporation

J. Pizzirusso Landscaping Corporation dba JPL Industries is the presumptive awardee for the above-referenced contract to be awarded pursuant to the County's Procurement Policies and New York State General Municipal Law §103.L To assist County Departments in conducting responsibility reviews, the County's Procurement Compliance Policy requires vendors to provide information via disclosure forms found on the County's Vendor Portal. The Department also conducts online searches to locate additional information.

The following information regarding J. Pizzirusso Landscaping Corporation dba JPL Industries was available for the County's responsibility review:

Issue Description	Contracting Entity Resolution
City of New York Office of the Comptroller 01/23/2018 - 07/30/2018	In 2017, the NYC Comptroller conducted a wage rate compliance investigation. The NYC Comptroller closed the investigation without finding a violation.  Correspondence from the NYC Comptroller's Office is attached.
City of New York Office of the Comptroller 06/25/2015-12/22/2015	The City of New York Office of the Comptroller conducted a compliance investigation on 12 contracts awarded to J. Pizzirusso Landscaping Corp. (JPL) from April 2013 thru April 2015 {File# 20150405}. On December 22, 2015 the NYC Comptroller issued a letter closing the investigation stating that there was insufficient evidence of a wage law violation.  Correspondence from NYC Office of the Comptroller is attached.
State of New York Office of the Attorney General 01/20/2016 - 03/29/2016	The NYS Office of the Attorney General opened an investigation into J. Pizzirusso Landscaping Corp. and JPL Site Contractors LLC regarding allegations of improper wage and benefit payments for public work performed in New York City between April 2013 and December 2014. The NYAG's office noted that: "after extensive investigation as well as cooperation" by the



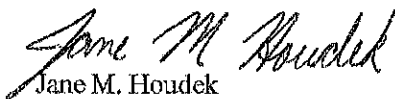
Contract File

March 23, 2021

**SUBJECT:** Contract No. H60052-01G  
GOSR Lido Beach Drainage Improvements Project  
J. Pizzirusso Landscaping Corporation

	vendor the investigation was closed. Correspondence from the State of New York Office of the Attorney General is attached.
<b>City of New York Office Business Integrity Commission 4/16/15</b>	J. Pizzirusso Landscaping Corporation (JPL) failed to notify the Commission of the October 4, 2012 arrest of Libretto Nicholas, in violation of Title 17, Chapter 1 of Rules of the City of New York ("RCNY") sections 2-05(b)(iii). JPL was cited by the NYC BIC for not informing the BIC of a material change of information for which it paid a \$250.00 fine.  Stipulation of Settlement in Lieu of Notice of Violation and proof of payment supporting the above statements is attached.
<b>Settlement of NYS Public Service Commission violations NYAG Satisfaction of Judgement 11/26/18</b>	During excavation, vendor damaged a utility service line. The damage was the result of vendor failing to call PSC prior to excavating.  Notice of Satisfaction Judgement is attached.
<b>New York City Environmental Control Board violations</b>	Vendor was issued multiple violations by NYC DOT for signage and permit violations, and by NYC DEP for air and noise violations.  As per NYC vendor data base- NYC PASSport – the violations have been paid in full.

J. Pizzirusso Landscaping Corporation dba JPL Industries has successfully performed municipal contract work with various NYC Agencies for over fifteen (15) years. Adverse information on JPL has been disclosed and the actions taken to address that adverse information. The Nassau County Department of Public Works (NCDPW) does not find this adverse information to be of a nature that would equate to a finding that J. Pizzirusso Landscaping Corporation dba JPL Industries is not a responsible vendor.



Jane M. Houdek  
Attorney for Public Works

JMH:jd

c: Kenneth G. Arnold, Commissioner  
Sean E. Sallie, Deputy Commissioner  
Joseph Cuomo, Planner II, Project Manager



CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
SCOTT M. STRINGER

FRANCISCO GONZALEZ  
DIRECTOR OF INVESTIGATIONS

BUREAU OF LABOR LAW

July 30, 2018

J.P. Pizzirusso Landscaping  
2300 E 69<sup>th</sup> Street  
Brooklyn, NY 11234


Re: Comptroller v. J.P. Pizzirusso Landscaping  
Labor Law File No. 20170804  
Contract No. 850-20161422876  
Project Name/Location: New Lots Triangle  
Time Period: February 2017 to August 2017

Dear Mr. Pizzirusso:

Please be advised that the above-referenced compliance investigation has been closed without a finding of prevailing wage, living wage or minimum average hourly wage violation.

You should keep a copy of this letter for your records.

Very truly yours,

  
Edna John  
Investigator  
Bureau of Labor Law  
(212) 669-2937





THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
BUREAU OF LABOR LAW  
1 CENTRE STREET  
NEW YORK, NY 10007

SCOTT M. STRINGER  
COMPTROLLER

December 22, 2015

J. Pizzirusso Landscaping Corp.  
7104 Ave. W  
B'klyn N.Y., 11234

Re: Comptroller v. J. Pizzirusso Landscaping Corp.  
Labor Law File No. 20150405

To Whom It May concern;

This letter is to inform you that the above-referenced case, which is based upon various complaints for unpaid prevailing wages and/or benefits, has been closed for the following reason:

After review of presented documentation, we have determined that there is insufficient evidence of any violation of New York State prevailing wage law or New York City living wage law.

Sincerely,

By:

Stanley Kalish  
Investigator  
Bureau of Labor Law  
(212) 669-3986



ERIC T. SCHNEIDERMAN  
Attorney General

STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE  
Labor Bureau

March 29, 2016

Joseph Pizzirusso  
John Pizzirusso  
J Pizzirusso Landscaping Corporation  
JPL Site Contractors LLC  
7104 Avenue West  
Brooklyn, NY 11234

Re: Investigation of J Pizzirusso Landscaping Corp. and JPL Site Contractors LLC

Dear Mr. Joseph Pizzirusso and John Pizzirusso:

As you are aware, our office had an open investigation into your companies J. Pizzirusso Landscaping Corp. and JPL Site Contractors LLC regarding allegations of improper wage and benefit payments for public work performed in New York City between April 2013 and December 2014. Our Office is aware that a parallel investigation was also being conducted by the NYC Comptroller's Office Bureau of Labor Law. The Comptroller's Office investigation determined that there was no underpayment of prevailing wages or supplements. Our Office inquired of you about Local 175 Remittance Reports of union benefits which you provided to us on February 2, 2016.

After an extensive investigation as well as cooperation by you in providing records to our office, we have determined that the Comptroller's findings are controlling. Effective as of the date of this letter, our office will be closing the matter.

No further action is necessary on your part. We appreciate your cooperation and should you or your attorney have any questions, please feel free to contact me at (212) 416-8693. Thank you for giving this matter your kind attention.

Respectfully,

A handwritten signature in black ink, appearing to read "Matthew W. Ross", written over a horizontal line.

Matthew W. Ross  
Assistant Attorney General  
Office of the New York Attorney General  
Labor Bureau  
120 Broadway  
New York, NY 10271



The City of New York  
**BUSINESS INTEGRITY COMMISSION**  
 100 Church Street - 20th Floor  
 New York - New York 10007  
 Tel. (212) 676-6219 - Fax (212) 676-6204

Daniel D. Brownell  
*Commissioner and Chair*

#620  
 Paid  
 9/16/15  
 #112246

**CITY OF NEW YORK**  
**OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS**

Business Integrity Commission,

Complainant,

-- against --

J. Pizzirusso Landscaping Corp.  
 7104 Avenue W  
 Brooklyn, NY 11234,

Respondent.

**STIPULATION OF**  
**SETTLEMENT IN LIEU**  
**OF NOTICE OF VIOLATION**

Violation No. TWC-211646

BIC #1495

WHEREAS, pursuant to Title 16-A, Chapter 1 of the New York City Administrative Code ("Admin. Code"), the Trade Waste Commission of the City of New York has the authority over the issuance, renewal, denial and revocation of licenses and registrations required pursuant to the Code, to enforce all laws and rules governing trade waste removal businesses, and to impose fines and penalties for violations of the Code and the rules promulgated thereunder. Subsequently, pursuant to Chapter 63 of the New York City Charter, the Trade Waste Commission was consolidated into the Organized Crime Control Commission, and was renamed the Business Integrity Commission ("Commission") pursuant to Local Law 21 of 2002;

WHEREAS, J. Pizzirusso Landscaping Corp. ("Respondent") currently possesses a valid trade waste registration issued by the Commission;

WHEREAS, the Respondent admits that it failed to notify the Commission within ten (10) days of a material change in information, to wit, in that it failed to notify the Commission of the October 4, 2012 arrest of Libretto Nicholas, in violation of Title 17, Chapter 1 of the Rules of the City of New York ("RCNY"), sections 2-05(b)(iii);

WHEREAS, Respondent desires to resolve the above-mentioned violation(s); now, therefore:

IT IS HEREBY STIPULATED AND AGREED, by and between the Business Integrity Commission and Respondent:

1. Respondent shall pay to the Commission the sum of Two Hundred Fifty (\$250.00) Dollars to settle TWC-211646;
2. Settlement shall be by certified check or money order made payable to the "Business Integrity Commission," or by credit card on or before April 20, 2015.
3. Respondent shall abide by and adhere to Title 16-A, Chapter 1 of the Administrative Code and the rules promulgated thereunder.
4. Respondent is hereby put on notice that any future violation(s) of 17 RCNY §2-05 may subject the Respondent to the maximum penalty under law.
5. This Stipulation of Settlement resolves and settles the above violation. Respondent and its undersigned principal hereby agree to waive any right to a hearing of the violation, and any appeal thereof.
6. In the event Respondent fails to make payment as specified under paragraph 2 above, such failure shall constitute a material breach of this Stipulation of Settlement. Such failure shall be determined by the Commission in its sole discretion and shall subject Respondent to additional penalties.
7. Nothing contained herein limits in any way, or shall be construed in any way to limit, the authority of the Commission to exercise any and all its powers under Title 16-A, Chapter 1 of the Administrative Code.

Agreed to by:

J. Pizzirusso Landscaping Corp.

John Pizzirusso  
(Print Name)

President  
(Title)

[Signature]  
(Signature)

Date: 4/16/15

Accepted for:

Daniel D. Brownell, as  
Commissioner and Chair of the  
Business Integrity Commission of  
The City of New York, by:

Joanna Klostermeyer  
Paralegal

Date:



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

DIVISION OF STATE COUNSEL

CIVIL RECOVERIES BUREAU

November 26, 2018

J. Pizzirusso Landscaping Corp.  
7104 Avenue W  
Brooklyn, NY 11234

Re: SATISFACTION OF JUDGMENT  
STATE OF NEW YORK  
v. J. PIZZIRUSSO LANDSCAPING CORP.  
INDEX NO.: L-00289-16  
REFERENCE NO.: S 272806

Dear J. Pizzirusso Landscaping Corp.:

The above referenced account is paid in full. A copy of the Satisfaction of Judgment filed in the county clerk's office is enclosed.

Please be advised that this office does not report judgments to credit reporting agencies, but certain credit reporting agencies do obtain judgment information from public records on file at the county clerk's office and may include this judgment information in your credit history. If this judgment appears on your credit history, and has not been reported as satisfied, then you should forward a copy of the Satisfaction of Judgment to all credit reporting agencies and request that they update their records in order to have your credit history reflect that the judgment has been satisfied.

Very truly yours,

A handwritten signature in cursive script that reads "Kathy Allard".

K. Allard  
Collection Specialist 1

Enclosure

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ALBANY

CERT

STATE OF NEW YORK,

Plaintiff,

SATISFACTION OF  
JUDGMENT

- against -

INDEX NO.: L-00289-16

J. PIZZIRUSSO LANDSCAPING CORP.,

Defendant(s).

272806

WHEREAS, a judgment was entered and docketed in the above action on June 13, 2016, in the Supreme Court of the State of New York, Albany County, in favor of plaintiff and against defendant(s) for the sum of \$3,339.06, and said judgment has been fully paid; and

WHEREAS, it is certified that there are no outstanding executions with any Sheriff or Marshall within the State of New York.

NOW, therefore, full satisfaction of said judgment is hereby acknowledged and the said Clerk is hereby authorized and directed to make an entry of full satisfaction on the docket of said judgment.

DATED: Albany, New York  
November 26, 2018

Barbara D. Underwood  
Attorney General

By:

Denis Hurley,  
Assistant Attorney General

STATE OF NEW YORK

COUNTY OF ALBANY

)  
) ss:  
)

On the 26<sup>th</sup> day of November in the year of 2018 before me, the undersigned, a notary public in and for said state, personally appeared Denis Hurley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s); or the person upon behalf of which the individual acted, executed the instrument.

*James O'Connor*  
Assistant Attorney General/  
Notary Public

Commission Expires:  
James O'Connor  
Notary Public, State of New York  
Reg. No. 01008379315  
Qualified in Schenectady County  
Commission Expires August 13, 2022

SJ900

\*printed on recycled paper

RECEIVED  
JAN 30 PM 2:11  
CLERK COUNTY CLERK

KA

---

Allard, Kathleen <Kathleen.Allard@ag.ny.gov>

Friday, October 12, 2018 1:38 PM

John Pizzirusso

Re: J. PIZZIRUSSO LANDSCAPING CORP #17-G-0026 & #15-G-0349

islon's response to your settlement offer. They states that they are willing to waive the additional charges and collection  
with accounts for \$7,500.00 plus proof of training from NY811. You have 30 days from the date of this e-mail to comply. You  
r payable to the State of New York and mail it to:

order or Certified Bank Check we will begin the process of Satisfying the Judgments upon receipt. All other payment methods  
the closing process can begin.

corp.com>

10:30 AM

l@ag.ny.gov>

PING CORP #17-G-0026 & #15-G-0349



**Conditions (Remitter and Payee):**

Keep this copy for your record of the transaction  
Each state will consider these funds to be "abandoned"  
Cashier's Check is not cashed by a certain time  
Please cash/deposit this Cashier's Check as soon as possible to  
prevent this from occurring  
In most cases, the funds will be considered "abandoned"  
before the "Void After" Date  
A Stop Payment on a Cashier's Check  
A Stop Payment can only be placed if the Cashier's Check  
is lost, stolen, or destroyed  
We may not re-issue or refund the funds after the stop payment has  
been placed until 90 days after the original check was issued  
Visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check  
For any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY**

**CASHIER'S CHECK**

**Customer Copy**

9865624611

10/12/2018

Valid after 7 years

PIZZIRUSSO LANDSCAPING CORP.

\$\*\* 7,500.00 \*\*

STATE OF NEW YORK

16-0349 & 17-6-0026

ly. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

**NON NEGOTIABLE**



B-13-21  
Additional  
Backup 2

B-13-21 Redacted  
Additional Backup

MASSACHUSETTS  
SHERIFFS ASSOCIATION  
2021 APR -9 P 3:21

### **Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

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

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

Date: 04/08/2021

1) Proposer's Legal Name: DP Civil, Inc.

2) Address of Place of Business: 315 Orinoco Drive

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

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

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

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

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 117782994

5) Federal I.D. Number: 84-4165448

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

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

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may  
create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau  
County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a  
conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

DP Civil, Inc. will follow any and all guidelines that Nassau County has to assure that conflict of interest would never exist.

- 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;

01/06/2020

- 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.

Brian Doherty - President 50%  
William Parker - Vice President 50%

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

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

Brian Doherty - President -

William Parker - Vice President -

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

20

- vi) Annual revenue of firm;

1000000

- vii) Summary of relevant accomplishments

Please see attached

1 File(s) Uploaded: DP Civil\_Brian\_Doherty\_resume.pdf

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

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.

Supply upon request.

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	Atlantic Coast Dock Contractors		
Contact Person	Thomas McEvilly		
Address	71 Alder Drive		
City	Mastic Beach	State/Province/Territory	NY
Country	US		
Telephone	(631) 281-0041		
Fax #	(631) 842-0535		
E-Mail Address	tom@atcodock.com		

Company	LEB Electric, LTD		
Contact Person	Peter Mikolajuk		
Address	85 Ralph Ave		
City	Copliague	State/Province/Territory	NY
Country	US		
Telephone	(631) 375-9658		
Fax #			
E-Mail Address	pm@lebelectric.com		

Company	Town of Babylon		
Contact Person	Thomas Slay		
Address	200 E Sunrise Highway		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-7343		
Fax #			
E-Mail Address	tstay@townofbabylon.com		

I, Brian Doherty , 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, Brian Doherty , 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: DP Civil, Inc

Electronically signed and certified at the date and time indicated by:  
Brian Doherty [BDOHERTY@DP-CIVIL.COM]

President

Title

04/08/2021 08:09:56 AM

Date



Mr. Doherty holds a Bachelor of Science in Architecture and Construction Management from the New York Institute of Technology. He has been in the heavy construction industry for over twenty years. His qualifications include projects for clients such as NYSDOT, NYCDOT, NJDOT, SCWA, NYCDEP, MTA, LIRR, PANYNJ and Amtrak. Brian specializes in large site excavation, heavy highway, bridge, utility work, support of excavation, concrete, precast, structural steel and tunneling. He is a highly driven individual who always puts the client first and maintains a safe work environment.

#### **New York Institute of Technology – BS Architecture and Construction Management**

**DP Civil Inc,  
President / Owner 2020**

- We are a heavy civil construction company located in Bay Shore, New York. We service the New York Metropolitan Area. Our services include heavy civil and bridge construction; utility support, directional drilling, excavation, concrete, paving and wastewater infrastructure. We pride ourselves on our people, our safe work environment and our dedication to quality services.

**Posillico**

**Project Superintendent 2019-2020**

**SCWA Bergen Point Outfall Tunnel (\$190M) Jack Pipe – Segment Tunnel**

- Managed Team of (4) Superintendents (3) Project Engineers (5) Foremen across 3 shifts
- Planned – Executed TBM Launch Shaft Concrete Lining – 900 Cubic Yards
- Managed the Assembly of a Herrenknecht Tunnel Boring Machine and Pipe Jack Sled
- Planned - Safely Executed 400 feet of Precast jack pipe tunnel structure – under the Great South Bay
- Implemented the procurement and delivery plan for 20,500 precast segment section of tunnel structure.
- Managed the engineering and planning and execution – Receiving shaft Ground Freeze Excavation

**Major Deegan – Cross Bronx Interchange 2018-2019**

**NYSDOT Design Build Highbridge Three Bridge Interchange (\$125M)**

- Managed the Sequenced MPT and phased demolition, structural steel removal and replacement.
- Existing Hammer Head Pier and girder jacking for pier demolition.
- CIP replacement: 6 bridge abutments, 22 Hammer Head Piers ranging from 20 -50 feet tall and various size CIP retaining walls.
- 600 – 9T Precast deck panels, with Ultra High Performance Concrete Joints and bridge steel haunches.
- Utility removal, replacement, 6 miles of PCC road approaches, CIP barrier walls and slip form barrier walls.

**Tutor Perini Civil East**

**Project Superintendent 2015-2018**

**MTA LIRR Grand Central Terminal Cavern and Track Installation**

**East Side Access Contract CM007 (\$265M Civil portion of the \$725M Total Contract)**

- Coordinated all field operations with 8 superintendents, 4 project engineers, 6 field engineers, 4 safety engineers, and 3 QA/QC Engineers.
- Managed 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> shift operations labor, teamsters, and other operating engineers.
- Coordinated CM007 contract activities with three other contracts underway throughout the 8 miles of tunnel and 2 three level 1200-foot-long caverns.
- Lead the procurement, delivery, and installation of 2300 cavern precast beams, panels, and platforms.
- Coordinated the installation sequence of 18,000 CY of shotcrete and rebar.
- Managed the project material yards, trucking and delivery to area locations within the tunnels and caverns.
- Coordinated site crane and equipment use, and managed the maintenance of all tunnel heavy equipment.





**Hudson Yards Amtrak Tunnel Casing "Cut-Cover" (\$75M)**

**Hudson Yards MOE LIRR Track Yard Phase 1 (\$45M)**

- Lead the project team of 4 Superintendents, 4 Field Engineers, 1 Safety Engineer, and 1 QAQC Engineer.
- Managed all field operations labor, equipment needs and site logistics on all three shifts.
- Managed the temporary steel installation and the 90T Bridge jacking operation.
- Managed the removal and replacement of the existing 11<sup>th</sup> avenue bridge deck, pier, and barriers.
- Coordinated the installation of jet grout SOE walls, concrete whalers, and tie backs.
- Managed the soil and rock excavation totaling 12,000 CY.
- Managed the track yard construction: installation of 3,200 LF of track, 8 switches, 1,100 tons of ballast, 25 precast utility structures, water lines, drainage lines, and DC power conduit duct banks.
- Developed weekly cost to complete budgets and tracked field projections.
- Developed field milestones and completed on time and within the projected budget.

**Project Superintendent 2012-2015**

**NJDOT Pulaski Skyway Deck Replacement Contracts (\$205M)**

- Lead the project team of 6 Superintendents, 3 Field Engineers, 3 Safety Engineers, and 1 QAQC Engineer.
- Worked with the estimating department with project means and methods.
- Contributed to the Safety Executive Team. Walked each project monthly and reviewed project safety.
- Developed safer project work plans and tracked project trends.
- Developed all daily, monthly, and advanced six-month project schedules.
- Coordinated all subcontractor activities: bridge painting, architectural steel, precast fabrication, signage, and deck surface treatments.
- Developed field cost to complete budgets and participated in the monthly and quarterly cost reviews.

**Judlau Contracting Inc.**

**Project Manager 2008-2012**

**World Trade Center – PANYNJ (\$45M)**

- Managed the project field office and all aspects of field operations- including the design build aspects.
- Modified the existing slurry walls for Tower 1 Vent Shaft Penetrations.
- Installed a blast plate protection system on the WTC existing structures, following the tower 1 foundation.
- Managed the PATH track outages for the demolitions phase and construction phase.
- Install new concrete structures: 2 floor slabs, columns, walls for future vent shafts.
- Pursued and managed the execution of over thirty change orders and completed the project within budget.
- Managed project cost and participated in monthly review meetings with the Project Executive.

**Project Manager**

**NYCDEP Owls Head Waste Water Treatment Plant (\$73M)**

- Managed all the site civil operations and constructed a four level reinforced concrete mechanical building with an architectural limestone façade.
- Constructed facility loading docks, permanent utilities, access roads and parking lots.
- Managed the installation of the building's mechanical systems: grit and scum separators.
- Installation of large bore and small bore pipe installation, HVAC and electric.
- Coordinated the replacement of HD pumps, grit system pumps, and material conveyor systems.
- Managed all project paperwork, change order negotiations, and scheduling.



**Slattery Skanska Inc.,**

**Project Engineer / Superintendent 2000-2008 (\$200M-\$550M Projects)**

- East River Station Con Edison – Superintendent
- NYCDEP Newtown Creek Wastewater Treatment Facility – Superintendent
- NYPA Charles Poletti / 500MW Power Plant – Assistant Superintendent
- KEYSpan Ravenswood 500 MW Power Plant – Project Engineer
- NYPA Glenwood Landing 24MW Power Project – Field Engineer
- JFK ARTC Air Train – Internship Field Engineering

**Safety Certificates:**

- OSHA 30 OSHA 10,
- NYSTATE Certified MPT Trained 2019
- American Red Cross CPR Trained / First Responder
- Fall Protection Trained - Confined Space Trained
- Lead Awareness Trained- SWAC Certified - TWIC Certified
- NYCTA Track Trained - LIRR Track Trained - Metro North Track Trained - AMTRAK Track Trained,

**Eagle Scout- Boy Scouts of America Troop 1-**

Flushing New York, 1989- PRESENT as a Volunteer

**American Institute of Architects AIA Associate Member**

**Lifeguard** Certified Rescue Swimmer – NYSP Jones Beach Lifeguard Corps.

## 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: William Parker  
Date of birth: 03/28/1980  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 315 Orinoco Drive  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 7183097701

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/06/2020</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

50% Equity

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.

LEB Electric Lt, LEB Holding LLC, PARKALLOTT Inc

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, William Parker , 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, William Parker , 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.

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DP Civil Inc

Name of submitting business

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

William Parker [BPARKER@DP-CIVIL.COM]

Vice President

Title

04/08/2021 08:00:10 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Brian Doherty  
Date of birth: 10/23/1979  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 315 Orinoco Drive  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 7183097701

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

List of other addresses and telephone numbers attached

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

President	<u>01/06/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/06/2020</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

50% Equity

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.

Doherty Developing Inc



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.

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- 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.

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

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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

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

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I, Brian Doherty , 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.

DP Civil Inc.

Name of submitting business

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

Brian Doherty [BDOHERTY@DP-CIVIL.COM]

President

Title

04/08/2021 07:57:00 AM

Date

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Brian Doherty state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: DP Civil, Inc

Vendor's Address: 315 Orinoco Drive Bay Shore NY US 11706

Vendor's EIN or TIN: 84-4165448

Forms Submitted:

Political Campaign Contribution Disclosure Form:  
01/27/2021 07:16:12 AM

Lobbyist Registration and Disclosure Form:  
01/27/2021 07:16:22 AM

Business History Form certified:  
04/08/2021 08:09:56 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
01/27/2021 08:35:36 AM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Brian Doherty [BDOHERTY@DP-CIVIL.COM]	04/08/2021 07:57:00 AM
William Parker [BPARKER@DP-CIVIL.COM]	04/08/2021 08:00:10 AM

I, Brian Doherty 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 further 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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Brian Doherty BDOHERTY@DP-CIVIL.COM

*Name*

President

*Title*

DP Civil, Inc

*Name of Submitting Entity*

04/08/2021 08:12:01 AM

*Date*

B-14-21  
Additional  
Backup 2

B-14-21 Redacted  
Additional Backup

RECEIVED  
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DEPARTMENT OF  
2021 APR -9 PM 3:27

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

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

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

Date: 04/08/2021

1) Proposer's Legal Name: DP Civil, Inc.

2) Address of Place of Business: 315 Orinoco Drive

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

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

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

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

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: 117782994

5) Federal I.D. Number: 84-4165448

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

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_



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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

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

17 Conflict of Interest:

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

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

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

DP Civil, Inc. will follow any and all guidelines that Nassau County has to assure that conflict of interest would never exist.

- 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;

01/06/2020

- 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.

Brian Doherty - President 50%  
William Parker - Vice President 50%

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

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

Brian Doherty - President - [REDACTED]  
William Parker - Vice President - [REDACTED]

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

20

- vi) Annual revenue of firm;

1000000

- vii) Summary of relevant accomplishments

Please see attached

1 File(s) Uploaded: DP Civil\_Brian\_Doherty\_resume.pdf

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

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.

Supply upon request.

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	Atlantic Coast Dock Contractors		
Contact Person	Thomas McEvilly		
Address	71 Alder Drive		
City	Mastic Beach	State/Province/Territory	NY
Country	US		
Telephone	(631) 281-0041		
Fax #	(631) 842-0535		
E-Mail Address	tom@atcodock.com		

Company	LEB Electric, LTD		
Contact Person	Peter Mikolajuk		
Address	85 Ralph Ave		
City	Copiapue	State/Province/Territory	NY
Country	US		
Telephone	(631) 375-9658		
Fax #			
E-Mail Address	pm@lebelectric.com		

Company	Town of Babylon		
Contact Person	Thomas Slay		
Address	200 E Sunrise Highway		
City	Lindenhurst	State/Province/Territory	NY
Country	US		
Telephone	(631) 957-7343		
Fax #			
E-Mail Address	tstay@townofbabylon.com		

I, Brian Doherty , 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, Brian Doherty , 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.

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Name of submitting business: DP Civil, Inc

Electronically signed and certified at the date and time indicated by:  
Brian Doherty [BDOHERTY@DP-CIVIL.COM]

President

Title

04/08/2021 08:09:56 AM

Date



Mr. Doherty holds a Bachelor of Science in Architecture and Construction Management from the New York Institute of Technology. He has been in the heavy construction industry for over twenty years. His qualifications include projects for clients such as NYSDOT, NYCDOT, NJDOT, SCWA, NYCDEP, MTA, LIRR, PANYNJ and Amtrak. Brian specializes in large site excavation, heavy highway, bridge, utility work, support of excavation, concrete, precast, structural steel and tunneling. He is a highly driven individual who always puts the client first and maintains a safe work environment.

#### **New York Institute of Technology – BS Architecture and Construction Management**

**DP Civil Inc,  
President / Owner 2020**

- We are a heavy civil construction company located in Bay Shore, New York. We service the New York Metropolitan Area. Our services include heavy civil and bridge construction; utility support, directional drilling, excavation, concrete, paving and wastewater infrastructure. We pride ourselves on our people, our safe work environment and our dedication to quality services.

**Posillico**

**Project Superintendent 2019-2020**

**SCWA Bergen Point Outfall Tunnel (\$190M) Jack Pipe – Segment Tunnel**

- Managed Team of (4) Superintendents (3) Project Engineers (5) Foremen across 3 shifts
- Planned – Executed TBM Launch Shaft Concrete Lining – 900 Cubic Yards
- Managed the Assembly of a Herrenknecht Tunnel Boring Machine and Pipe Jack Sled
- Planned - Safely Executed 400 feet of Precast jack pipe tunnel structure – under the Great South Bay
- Implemented the procurement and delivery plan for 20,500 precast segment section of tunnel structure.
- Managed the engineering and planning and execution – Receiving shaft Ground Freeze Excavation

**Major Deegan – Cross Bronx Interchange 2018-2019**

**NYSDOT Design Build Highbridge Three Bridge Interchange (\$125M)**

- Managed the Sequenced MPT and phased demolition, structural steel removal and replacement.
- Existing Hammer Head Pier and girder jacking for pier demolition.
- CIP replacement: 6 bridge abutments, 22 Hammer Head Piers ranging from 20 -50 feet tall and various size CIP retaining walls.
- 600 – 9T Precast deck panels, with Ultra High Performance Concrete Joints and bridge steel haunches.
- Utility removal, replacement, 6 miles of PCC road approaches, CIP barrier walls and slip form barrier walls.

**Tutor Perini Civil East**

**Project Superintendent 2015-2018**

**MTA LIRR Grand Central Terminal Cavern and Track Installation**

**East Side Access Contract CM007 (\$265M Civil portion of the \$725M Total Contract)**

- Coordinated all field operations with 8 superintendents, 4 project engineers, 6 field engineers, 4 safety engineers, and 3 QA/QC Engineers.
- Managed 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> shift operations labor, teamsters, and other operating engineers.
- Coordinated CM007 contract activities with three other contracts underway throughout the 8 miles of tunnel and 2 three level 1200-foot-long caverns.
- Lead the procurement, delivery, and installation of 2300 cavern precast beams, panels, and platforms.
- Coordinated the installation sequence of 18,000 CY of shotcrete and rebar.
- Managed the project material yards, trucking and delivery to area locations within the tunnels and caverns.
- Coordinated site crane and equipment use, and managed the maintenance of all tunnel heavy equipment.



**Hudson Yards Amtrak Tunnel Casing "Cut-Cover" (\$75M)**

**Hudson Yards MOE LIRR Track Yard Phase 1 (\$45M)**

- Lead the project team of 4 Superintendents, 4 Field Engineers, 1 Safety Engineer, and 1 QAQC Engineer.
- Managed all field operations labor, equipment needs and site logistics on all three shifts.
- Managed the temporary steel installation and the 90T Bridge jacking operation.
- Managed the removal and replacement of the existing 11<sup>th</sup> avenue bridge deck, pier, and barriers.
- Coordinated the installation of jet grout SOE walls, concrete whalers, and tie backs.
- Managed the soil and rock excavation totaling 12,000 CY.
- Managed the track yard construction: installation of 3,200 LF of track, 8 switches, 1,100 tons of ballast, 25 precast utility structures, water lines, drainage lines, and DC power conduit duct banks.
- Developed weekly cost to complete budgets and tracked field projections.
- Developed field milestones and completed on time and within the projected budget.

**Project Superintendent 2012-2015**

**NJDOT Pulaski Skyway Deck Replacement Contracts (\$205M)**

- Lead the project team of 6 Superintendents, 3 Field Engineers, 3 Safety Engineers, and 1 QAQC Engineer.
- Worked with the estimating department with project means and methods.
- Contributed to the Safety Executive Team. Walked each project monthly and reviewed project safety.
- Developed safer project work plans and tracked project trends.
- Developed all daily, monthly, and advanced six-month project schedules.
- Coordinated all subcontractor activities: bridge painting, architectural steel, precast fabrication, signage, and deck surface treatments.
- Developed field cost to complete budgets and participated in the monthly and quarterly cost reviews.

**Judlau Contracting Inc.**

**Project Manager 2008-2012**

**World Trade Center -- PANYNJ (\$45M)**

- Managed the project field office and all aspects of field operations- including the design build aspects.
- Modified the existing slurry walls for Tower 1 Vent Shaft Penetrations.
- Installed a blast plate protection system on the WTC existing structures, following the tower 1 foundation.
- Managed the PATH track outages for the demolitions phase and construction phase.
- Install new concrete structures: 2 floor slabs, columns, walls for future vent shafts.
- Pursued and managed the execution of over thirty change orders and completed the project within budget.
- Managed project cost and participated in monthly review meetings with the Project Executive.

**Project Manager**

**NYCDEP Owls Head Waste Water Treatment Plant (\$73M)**

- Managed all the site civil operations and constructed a four level reinforced concrete mechanical building with an architectural limestone façade.
- Constructed facility loading docks, permanent utilities, access roads and parking lots.
- Managed the installation of the building's mechanical systems: grit and scum separators.
- Installation of large bore and small bore pipe installation, HVAC and electric.
- Coordinated the replacement of HD pumps, grit system pumps, and material conveyor systems.
- Managed all project paperwork, change order negotiations, and scheduling.



**Slattery Skanska Inc.,**

**Project Engineer / Superintendent 2000-2008 (\$200M-\$550M Projects)**

- East River Station Con Edison – Superintendent
- NYCDEP Newtown Creek Wastewater Treatment Facility – Superintendent
- NYPA Charles Poletti / 500MW Power Plant – Assistant Superintendent
- KEYSPAN Ravenswood 500 MW Power Plant – Project Engineer
- NYPA Glenwood Landing 24MW Power Project – Field Engineer
- JFK ARTC Air Train – Internship Field Engineering

**Safety Certificates:**

- OSHA 30 OSHA 10,
- NYSTATE Certified MPT Trained 2019
- American Red Cross CPR Trained / First Responder
- Fall Protection Trained - Confined Space Trained
- Lead Awareness Trained- SWAC Certified - TWIC Certified
- NYCTA Track Trained - LIRR Track Trained - Metro North Track Trained - AMTRAK Track Trained,

**Eagle Scout-** Boy Scouts of America Troop 1-

Flushing New York, 1989- PRESENT as a Volunteer

**American Institute of Architects** AIA Associate Member

**Lifeguard** Certified Rescue Swimmer – NYSP Jones Beach Lifeguard Corps.



## 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: William Parker  
Date of birth: 03/28/1980  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US
- Business Address: 315 Orinoco Drive  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 7183097701
- Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/06/2020</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

50% Equity

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.

LEB Electric Lt, LEB Holding LLC, PARKALLOTT Inc

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, William Parker , 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, William Parker , 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.

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DP Civil Inc

Name of submitting business

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

William Parker [BPARKER@DP-CIVIL.COM]

Vice President

Title

04/08/2021 08:00:10 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Brian Doherty  
Date of birth: 10/23/1979  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 315 Orinoco Drive  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 7183097701

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

List of other addresses and telephone numbers attached

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

President	<u>01/06/2020</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/06/2020</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

50% Equity

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.

Doherty Developing Inc

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, Brian Doherty , 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, Brian Doherty , 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.

DP Civil Inc.

Name of submitting business

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

Brian Doherty [BDOHERTY@DP-CIVIL.COM]

President

Title

04/08/2021 07:57:00 AM

Date

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Brian Doherty state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: DP Civil, Inc

Vendor's Address: 315 Orinoco Drive Bay Shore NY US 11706

Vendor's EIN or TIN: 84-4165448

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
01/27/2021 07:16:12 AM

Lobbyist Registration and Disclosure Form:  
01/27/2021 07:16:22 AM

Business History Form certified:  
04/08/2021 08:09:56 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
01/27/2021 08:35:36 AM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Brian Doherty [BDOHERTY@DP-CIVIL.COM]	04/08/2021 07:57:00 AM
William Parker [BPARKER@DP-CIVIL.COM]	04/08/2021 08:00:10 AM

I, Brian Doherty 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 further 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."

Brian Doherty BDOHERTY@DP-CIVIL.COM

*Name*

President

*Title*

DP Civil, Inc

*Name of Submitting Entity*

04/08/2021 08:12:01 AM

*Date*

E-37-21  
Additional  
Backup

E-37-21  
Corrected Backup

RECEIVED  
NASSAU COUNTY  
CLERK OF SUPERIOR COURT  
2021 APR -9 P 4:44



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?

Director Raymond Maguire has donated to the campaign committees of the County Executive, the County Comptroller, and County Legislator Steve Rhoads. Joseph Bentivegna has donated to the campaign committee of County Legislator Rose Walker. All other Director's have indicated that they have not donated to any of the above mentioned.

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:  
Robert V. Hughes Jr. [RHUGHES@VEEB.ORG]

Dated: 04/07/2021 07:23:01 PM

Vendor: Vocational Education and Extension Board

Title: Executive Director



Certified:

**E-45-21**

Filed with the Clerk of the  
Nassau County Legislature  
April 1, 2021 2:16PM

**NIFS ID:CQAT21000002      Department: County Attorney**

**Capital:**

SERVICE: Special Counsel

Contract ID #:CQAT21000002      NIFS Entry Date: 01-DEC-20      Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>West Group Law PLLC</b>	Vendor ID#: <b>815255601</b>
Address: 81 Main Street  Suite 510  White Plains, NY 10601	Contact Person: Josh Meyer
	Phone: 9148982400

<b>Department:</b>
Contact Name: Mary Nori, Esq.
Address: 1 West Street  Mineola, NY 11501
Phone: 516-571-6083

## Routing Slip

Department	NIFS Entry: X	02-FEB-21 -- MREYNOLDSAT
Department	NIFS Approval: X	02-FEB-21 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-FEB-21 -- IQURESHI
OMB	NIFS Approval: X	03-FEB-21 -- JNOGID
County Atty.	Insurance Verification: X	03-FEB-21 -- NSARANDIS
County Atty.	Approval to Form: X	02-FEB-21 -- JDELLE

<b>CPO</b>	<b>Approval: X</b>	<b>16-FEB-21 -- KOHAGENCE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>18-FEB-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>25-MAR-21 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>01-APR-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This is a contract with West Group Law to represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center.
<b>Method of Procurement:</b> In this streamlined solicitation, a total of eleven (11) candidates were solicited from the 2018 and 2019 special counsel panel, qualified in the area of construction law litigation and general litigation. Five (5) firms responded and submitted proposals for consideration. West Group was found to provide the best value to the County.
<b>Procurement History:</b> The evaluation committee compared the proposals and focused on the following factors to make their selection. Three (3) firms possessed a municipal background in litigating faulty design and construction of structures for a municipality; West Group's proposal contained a detailed outline of all potential stages of the administrative and legal proceedings anticipated and was complete. After ranking and scoring, the evaluation committee determined that West Group's overall response to the proposal was complete, demonstrated the capacity to handle this assignment and was found to be the best value to the County.
<b>Description of General Provisions:</b> Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; settlement negotiations; and such other Services as may be required to fully represent the County.
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$245,000.00 Partial encumbrance at this time is \$70,000.00
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ATGEN					
Control:		Revenue		1	ATGEN1100/DE502	\$ 70,000.00
Resp:		Contract:				\$ 0.00
Object:	DE502	County	\$ 70,000.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 70,000.00</b>		<b>TOTAL</b>	<b>\$ 70,000.00</b>
RENEWAL						
% Increase						



% Decrease			
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RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY’S OFFICE, AND WEST GROUP LAW PLLC

WHEREAS, the County has negotiated a personal services agreement  
with West Group Law PLLC to provide legal services, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the agreement with  
West Group Law PLLC.



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

1. **Vendor:** West Group Law PLLC

2. **Dollar amount requiring NIFA approval:** \$245000

**Amount to be encumbered:** \$70000

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: October 1, 2020 to completion**

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

If yes, please explain: ongoing litigation

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To affirmatively represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

09-FEB-21

**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.**

FMCRT

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: West Group Law PLLC

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: 815255601

**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.

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

IV. X 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:

X B. In this streamlined solicitation, a total of eleven candidates were solicited from the 2018 and 2019 special counsel panel that were qualified in construction law litigation and general litigation. The request for proposals was issued in December 2019, March 2020 and, final solicitation was sent out on June 3 2020. Five firms responded and submitted proposals for consideration. The other firms declined or did not respond to solicitation. The five (5) responding firms solicited were:

1) Hoguet Newman 2) West Group 3) Morritt Hock 4) Smith Buss Jacobs, LLP 5) Lynn Gartner. Three of the firms possessed a municipal background in litigating faulty design and construction of structures for a municipality; those firms were Hoguet Newman, West Group and Morritt Hock. All firms possessed superior reputation in in state and federal courts handling complex litigations for municipalities. In review of the proposals set forth by the candidate law firms, the Committee gave substantial consideration to the experts that a successful law firm proposer would need to enlist to help evaluate potential causes of action, should the County bring an action to recover the substantial cost over runs caused by the faulty designs of Eastman. The expense for this type of litigation was an important factor in reviewing each proposal. Each firm provided hourly rates consistent with their original panel rate. The most complete budgets received were from West Group and Hoguet Newman. The Evaluation Committee determined that West Group's overall response to the proposal was most complete compared to the other submissions. Moreover, West Group's overall budget provided was complete. The proposed budget covered the life of the legal services required for this assignment, including the possibility of trial and appeals.

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

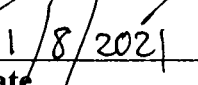
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

**X. ☒ Vendor will not require any sub-contractors.**

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

  
\_\_\_\_\_  
**Department Head Signature**

  
\_\_\_\_\_  
**Date**

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Teno A. West state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: West Group Law PLLC

Vendor's Address: 81 Main Street, Suite 510 White Plains NY US 10601

Vendor's EIN or TIN: 815255601

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
10/15/2020 08:39:45 PM

Lobbyist Registration and Disclosure Form:  
11/20/2019 05:03:51 PM

Business History Form certified:  
10/16/2020 09:28:59 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
10/15/2020 08:41:03 PM



# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Teno A. West [WGL@WESTGROUPLAW.COM]	10/15/2020 08:40:25 PM

I, Teno A. West 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 further 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."

Teno A. West

*Name*

Principal

*Title*

Teno A. West

*Name of Submitting Entity*

02/01/2021 10:07:00 AM

*Date*

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

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

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

Date: 10/16/2020

1) Proposer's Legal Name: West Group Law PLLC

2) Address of Place of Business: 81 Main Street, Suite 510

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

Address: 418 Broadway, 2nd Floor  
City: Albany State/Province/Territory: NY Zip/Postal Code: 12207  
Country: US  
Start Date: 01-MAR-17 End Date: \_\_\_\_\_

Address: 120 South Franklin Street  
City: Wilkes-Barre State/Province/Territory: PA Zip/Postal Code: 18701  
Country: US  
Start Date: 01-MAR-17 End Date: \_\_\_\_\_

Address: 75 Arlington St., 5th Floor  
City: Boston State/Province/Territory: MA Zip/Postal Code: 02116  
Country: US  
Start Date: 01-JAN-20 End Date: \_\_\_\_\_

Address: 16 E. Washington Street, Suite 2  
City: North Attleboro State/Province/Territory: MA Zip/Postal Code: 02760  
Country: US  
Start Date: 01-MAR-17 End Date: 01-FEB-20

Address: 10 Dorrance Street, Suite 700  
City: Providence State/Province/Territory: RI Zip/Postal Code: 02903  
Country: US  
Start Date: 01-DEC-18 End Date: 01-DEC-19

Address: 4 Richmond Square, Suite 350  
City: Providence State/Province/Territory: RI Zip/Postal Code: 02906  
Country: US

Start Date: 01-FEB-20

End Date:

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: None.

5) Federal I.D. Number: 81-5255601

6) The proposer is a: Other (Describe) Professional Limited Liability Corporation

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local

prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

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

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

17 Conflict of Interest:

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

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

No Conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

WGL is not aware of any client whose interests are, or may be, adverse to the interests of the County. Should a conflict arise in a representation involving the County, Managing Partner Teno West, would discuss the conflict with full consideration of all professional obligations to WGL's clients.

- 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;

03/01/2017

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.

Teno A. West, Principal

P.O. Box 381, 47 North Street, Litchfield, Connecticut 06759

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

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

Teno A. West, Principal

P.O. Box 381, 47 North Street, Litchfield, Connecticut 06759

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

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

11

vi) Annual revenue of firm;

4200000

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Nassau County - Resume - 10-15-20.pdf

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

B. Indicate number of years in business.

3.6

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

West Group Law PLLC original proposal includes a summary of relevant accomplishments.

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 Rockland County Solid Waste Management Authority

Contact Person Keith Braunfotel, General Counsel

Address 49 Maple Avenue

City New City State/Province/Territory NY

Country US

Telephone (845) 634-7701

Fax #	(845) 634-7710
E-Mail Address	keith@braunfotelandfrendel.com

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Company	County of Rockland		
Contact Person	Thomas E. Humbach, County Attorney		
Address	11 New Hempstead Road		
City	New City	State/Province/Territory	NY
Country	US		
Telephone	(845) 638-5180		
Fax #			
E-Mail Address	humbacht@co.rockland.ny.us		

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Company	Westchester County		
Contact Person	John M. Nonna, County Attorney		
Address	148 Martine Avenue		
City	White Plains	State/Province/Territory	NY
Country	US		
Telephone	(914) 995-2690		
Fax #			
E-Mail Address	jnonna@westchestergov.com		

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I, Teno A. West , 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.

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Name of submitting business: West Group Law PLLC

Electronically signed and certified at the date and time indicated by:  
Teno A. West [WGL@WESTGROUPLAW.COM]

Principal  
Title

10/16/2020 09:28:59 AM  
Date





**QUALIFICATIONS AND EXPERIENCE**  
**OCTOBER 2020**



## About WGL

WGL is a boutique municipal law firm that provides responsive legal solutions with cost-effective results. We have offices in New York, Massachusetts, Rhode Island, and Pennsylvania, and we represent clients throughout the country.

Our attorneys have represented municipalities and other public entities for more than 25 years in connection with public-private partnerships, water and wastewater systems and projects, civic/municipal buildings, environmental and regulatory matters, solid waste issues, transportation, structuring requests for proposals (RFPs), contract negotiations, alternative project delivery methods, land use development, project-related litigation, and construction law.

Members of our firm have spent their careers serving state and local governments and agencies. We understand the challenges public entities face because our attorneys once worked in senior positions in state and local governments. This experience enables us to provide public entities with efficient, creative, and low-cost solutions across the country. We chose this platform for a reason – to utilize our extensive collective experience while allowing for nimble, efficient results for our public clients.

### *Nassau County*

Since 2011, WGL attorneys have been privileged to represent the County in connection with some of its most successful, prominent, and biggest projects, including the redevelopment of the Nassau Veterans Memorial Coliseum and the private operation and maintenance agreement for the County's sewer system with SUEZ Water Long Island Inc. We have also represented the County in connection with an innovative co-generation energy project, as well as with respect to several litigation matters. Our attorneys have delivered results in short timeframes that have exceeded the County's goals, protected the interests of residents, and saved or generated millions of dollars for the County's taxpayers.

We have realized this success based on our deep understanding of the County stakeholders, processes and needs. We have developed a strong relationship and worked closely with members of each of the following:

- County Legislature
- Nassau County Interim Finance Authority
- Nassau Hub Advisory Committee
- Office of Legislative Budget Review
- Comptroller's Office



- Sewer and Storm Water Finance Authority
- Nassau County Planning Commission
- Nassau County Open Space and Parks Advisory Committee
- County Executive's Office
- County Attorney's Office
- Office of Management and Budget
- Department of Public Works

We understand the role and responsibilities of each of these bodies and have successfully addressed their concerns through written and oral briefings and earned their trust. Although we are lawyers, we understand the importance of facilitating public communications for the success of any large project.

## **Experience**

### *Construction Litigation*

WGL lawyers have successfully represented clients in high-profile litigation and appellate matters in state, federal and circuit courts throughout the United States. We routinely defend our public clients in connection with challenges to procurements; construction and service contract disputes; litigation related to low-bid specifications; and change order disputes. We also represent our public clients in connection with challenges to legislation, and we are experienced in the prosecution and defense of various types of construction claims, including delay, disruption, labor inefficiency and work suspension. We routinely assist clients in avoiding disputes and developing strategies that avoid litigation which are often encountered in project administration and project scheduling.

Our construction litigation experience includes representing clients on a dispute relating to the recovery of construction and demolition costs related to a catastrophic roof collapse at a co-composting facility; a breach of contract action stemming from the construction and failure of a new cover to a secondary digester for a wastewater treatment plant; a dispute regarding alleged sustained physical damage to a gas line due to the blasting associated with construction of the sewers as performed by a public entity's general contractor; and an action against a public entity's contractors, designers, and engineers to recover cost overruns relating to a public pool construction project.

As it informs our construction litigation experience, WGL advises on both vertical and horizontal construction, from design through final construction, including the procurement and administration of architectural, engineering, and testing and inspection services. We also routinely prepare and negotiate complex design and construction agreements using

traditional and alternative project delivery methods, including low-bid, fast-track, fixed price, cost plus, design-build, design-build-operate, build-to-suit, and public and private venture contracts. We have advised on the development of model procurement and contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues.

We have significant experience with traditional low-bid construction projects implemented pursuant to General Municipal Law § 103 and other related statutes, such as the Wicks Law. We are very familiar with the issues associated with such projects, including the possibility of disputes over contract awards and other procurement challenges, as set forth above.

*Employment and Labor Law/ Federal Civil Rights Section 1983*

WGL represents public clients with respect to employment and labor law issues, including the defense of municipal governments. Our attorneys defend municipalities in Federal Court under Section 1983, Civil Rights Claims, and administrative proceedings before the New York State Division of Human Rights. WGL is experienced in all phases of litigation involving employment-related disputes, including litigation, arbitration, and mediation of claims. WGL has extensive experience with respect to defense of discrimination claims, as well as traditional labor relations. Our attorneys are experienced with all aspects of the Americans with Disabilities Act, Family and Medical Leave Act, Employee Retirement Income Security Act, Federal Fair Labor Standards Act, privacy, workplace violence law and unions. Additional experience includes providing guidance and practical solutions to ensure understanding and compliance with applicable laws, as well as preparing and facilitating responses to petitions for unionization.

Our experience advising **Nassau County** in this area includes the following:

- ***Saunders v. County of Nassau et al.*** – Defending the County of Nassau and three individual defendants in a claim alleging that a Corrections Officer was the victim of racial discrimination and retaliation. WGL attorneys also represented the County and the Sheriff's Department through the administrative process at the New York State Division of Human Rights.
- ***McAllister v. County of Nassau and the Village of Rockville Centre*** – Defending the County of Nassau in a claim by a deaf individual who was arrested by the Rockville Centre Police Department for driving under the influence of alcohol and held overnight at the Nassau County Police Department. The claims include alleged violations of the Americans with Disabilities Act, the Rehabilitation Act and the New York Human Rights Law

- ***Prisoner Disability Litigations*** – Defending the County of Nassau and the County Sheriff's Department in several cases where prisoners are alleging that the County is failing to properly provide facilities and opportunities required by the Americans with Disabilities Act.
- ***Tarpey v. County of Nassau*** – Represented the County of Nassau and the District Attorney's Office in two separate administrative proceedings before the Veterans Employment and Training Service where the complainant alleged discrimination based on military status. Our representation resulted in two separate findings of "no merit".

#### *Environmental Law*

Our attorneys work with municipal clients and outside environmental consultants to put together knowledgeable teams to deal with whatever type of environmental issue that may arise, including in connection with permitting issues. Our proactive approach coordinates the approval process and ensures that deadlines are met in an efficient manner. We are deeply familiar with applicable New York state regulations, as well as the provisions and requirements of the Clean Water Act and the National Environmental Policy Act.

Members of WGL have significant experience with respect to environmental and regulatory matters, including permitting facilities, as well as issues in CSO permitting. Our experience includes representation of clients in permitting procedures before state and federal regulatory agencies in New York, New Jersey and Connecticut; negotiation of consent orders and consent decrees; supervision of cleanups of municipal landfills, chemical dumps, chemical and oil spills, leaking underground storage tanks, construction and demolition sites; project oversight and negotiations for wastewater treatment plant upgrades; and advice on planning and zoning issues.

We have also negotiated with regulatory agencies on public works projects required under federal environmental statutes; drafted related legislation and rendered advice on lead agency project performance under SEQRA, and represented municipal entities in administrative actions before state and federal regulatory agencies. We have experience in obtaining state funding for and supervising municipal Environmental Restoration Projects, and supervision of private party Voluntary Cleanups under the Brownfields Cleanup Program; providing full representation in SEQRA reviews; due diligence reviews and contract negotiations on complex commercial real estate transactions; environmental auditing and risk assessments; achieving facilities compliance, and counseling on corporate, commercial lender, and trustee liability under Superfund.



Our experience advising **Nassau County** in this area includes representing the County in the United States District Court for the Eastern District of New York in an action alleging violations of the Clean Water Act stemming from alleged illegal discharges.

### *Municipal Law*

Attorneys at WGL have represented New York municipalities, including counties, and other New York public entities for more than 20 years in connection with a broad range of issues, including day-to-day operations, regulatory and administrative matters, labor and employment matters, construction, government relations, litigation, public-private partnerships, real estate and land use, public utilities law, water law, and solid waste and wastewater management. We are well-versed in procurement law and public bidding requirements, contract negotiations, constitutional law, and drafting legislation and resolutions. We have become intimately familiar with municipal charters and ordinances, and other matters at the municipal level.

Our municipal law experience is extensive and wide-ranging, and includes advising our public clients on the following:

### **Procurement**

WGL attorneys have significant experience addressing all aspects of procurements, including in connection with contracts for large-scale construction projects and complex operations and maintenance matters. Our experience includes:

- Drafting RFPs, bid documents, and model contracts
- Advising on compliance with procurement laws
- Development and defense of procurement policies
- Defense of challenges to procurement processes
- Developing creative procurement processes within the confines of stringent applicable laws
- Drafting legislation, including special legislation to authorize certain projects that would not be otherwise authorized under general law

### **Agreements**

Our attorneys have extensive experience addressing all aspects of contract matters. Our experience includes development of model contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues. Representative matters include:

- Advising on drafting and negotiation of agreements relating to providing municipal services from private parties, including with respect to:
  - Solid waste
  - Water
  - Wastewater
  - Sludge management
  - Energy generation
  - Public-private partnerships
  - Energy performance
  - Public construction projects
- Development of host community benefit agreements
- Development of various types of inter-municipal agreements involving state agencies, villages, towns, and counties

### **Litigation/Disputes**

We have successfully represented municipalities, government agencies, and other public organizations on various litigation matters. Our experience includes:

- Defense of RFP and low-bid procurement processes for various service contracts
- Defense of challenges to local laws on constitutional and preemption grounds
- Defense of challenges to property condemnations
- Developed an *amicus curiae* brief that was cited by the U.S. Supreme Court
- Defense of a challenge to the creation of a local development corporation
- Advising on Article 78 proceedings
- Advising on environmental matters, including Clean Water Act issues

### **Construction/Acquisition of Facilities and Projects**

WGL advises on both vertical and horizontal construction projects, as well as the acquisition of existing facilities. Some of our relevant experience includes advising on:

- Development of various water, wastewater, and solid waste facilities
- Advising on the acquisition of both public and private facilities on behalf of public entities
- Advising on alternative project delivery methods, including design-build and design-build-operate
- Counseling on procurement and administration of architectural, engineering, and testing and inspection services

- Preparation and negotiation of complex design and construction agreements
- Handling various construction claims
- Reviewing bid documents prior to release in order to modify language in order to prevent claims
- Advising on the applicability of prevailing wage laws

### **Regulatory and Administrative Matters**

Members of WGL have served as counsel to local governments throughout the United States for decades and are intimately familiar with all regulatory and administrative matters public entities face. Our experience includes:

- Advising on Freedom of Information Law and Open Meetings Law matters
- Reviewing charters and by-laws
- Promulgating agency rules and regulations, and advising on governance matters
- Negotiating consent orders and consent decrees
- Advising on rate studies and ratemaking
- Conducting internal investigations with respect to employment-related matters and preparing reports on findings and conclusions
- Advising public management on union matters

### **Real Property/Land Use**

Our attorneys have extensive experience representing public entities on their real property matters, with a particular emphasis on land use, zoning, environmental, and redevelopment issues. Our experience includes:

- Representation on condemnation proceedings and challenges
- Advising on redevelopment agency projects, urban renewal projects, and affordable/below-market housing
- Counseling on parkland issues, including alienation issues
- Advising on the acquisition of municipal assets
- Advising on zoning issues

### **Sports and Entertainment**

Our attorneys have advised on multiple issues relating to municipal involvement in the sports and entertainment industry. Our experience includes:

- Advising on casino and gaming law matters, including mitigation issues



- Drafting and negotiation of agreements with professional hockey and baseball organizations
- Advising on agreements with acclaimed music artists and agreements relating to holding concerts
- Counseling on filming location agreements

### **Shared Services/Consolidation**

We have significant experience advising on legal issues in connection with shared services/consolidation. Members of WGL have been involved with shared services/consolidation in their legal careers and in previous employment in the public sector. Our experience includes advising on:

- County, City, Town, and Village relationship matters
- Consolidation of sewer districts
- Coordinating solid waste flow control measures
- Negotiating water rights deals between municipalities
- Analyzing various agreements in connection with service restructuring studies

WGL and its attorneys have provided a broad array of services to public entities in New York, which include:

- Binghamton-Johnson City Joint Sewage Board
- Broome County
- Development Authority of the North Country
- Nassau County
- Nassau County Villages (East Rockaway, Freeport, Garden City, Lynbrook, Malverne, Rockville Centre, and Valley Stream)
- Rensselaer County
- Rockland County
- Rockland County Sewer District No. 1
- Rockland County Solid Waste Management Authority
- Sullivan County
- Town of Brookhaven
- Town of North Hempstead
- Town of Orangetown
- Town of Poughkeepsie
- Ulster County Resource Recovery Authority

WGL is currently prequalified to serve on panels for the City of Buffalo Corporation Counsel, the Erie County Attorney's Office, the Onondaga County Attorney's Office, and for the following authorities: Empire State Development ("ESD"); the Dormitory Authority of the State of New York ("DASNY"); the Metropolitan Transportation Authority ("MTA"); and the New York State Energy and Research Development Authority ("NYSERDA").

In addition to our significant experience in New York, members of WGL have successfully represented municipalities and other public entities throughout the nation in connection with a broad array of municipal matters. This gives us the national perspective of understanding how challenges were addressed by other municipalities, and allows us to bring a fresh approach to our clients. These municipalities and public entities include, among others:

- City of Coachella, California
- City of Stockton, California
- Los Angeles County, California
- Water Research Foundation, Denver, Colorado
- City of New London, Connecticut
- Florida Keys Aqueduct Authority, Florida
- City of Fort Pierce, Florida
- Monroe County, Florida
- City of Annapolis, Maryland
- City of Attleboro, Massachusetts
- Town of Braintree, Massachusetts
- City of Fall River, Massachusetts
- Town of Framingham, Massachusetts
- City of Holyoke, Massachusetts
- City of Lawrence, Massachusetts
- Lynn Water and Sewer Commission, Massachusetts
- Springfield Water and Sewer Commission, Massachusetts
- City of Taunton, Massachusetts
- Tri-Town Board of Water Commissioners, Massachusetts
- Tulsa Metropolitan Utility Authority, Oklahoma
- City of Philadelphia, Pennsylvania
- Lemon-Tunkhannock Joint Municipal Sewer Authority, Pennsylvania
- Pittsburgh Water and Sewer Authority, Pennsylvania

- Government Development Bank for Puerto Rico, Puerto Rico
- Puerto Rico Aqueduct and Sewer Authority, Puerto Rico
- City of Cranston, Rhode Island
- City of Newport, Rhode Island
- City of Providence, Rhode Island
- City of Woonsocket Budget Commission, Rhode Island
- Rhode Island Water Resources Board, Rhode Island
- Warwick Sewer Authority, Rhode Island

As mentioned above, WGL represents local governments, municipalities, and public agencies with respect to a broad range of issues. Representative engagements in New York at the County level include the following:

- **Nassau County, New York** (*Nassau County Veterans Memorial Coliseum*) in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site — a project valued at more than \$300 million, consisting of a public-private partnership to transform the 43-year-old Coliseum and plaza into an attractive, first-class destination for sports and family entertainment. Our representation included assisting the County with obtaining private financing for the redevelopment of the Nassau Coliseum and the surrounding area; drafting an RFQ and an RFP seeking private developers for the redevelopment of the Nassau Hub; facilitating the procurement processes; negotiating the contract documents, including simultaneous lease negotiations with the selected RFP finalists; and shepherding the selected lease through the County’s approval process. WGL attorneys successfully negotiated a redevelopment and lease agreement between the County and Nassau Events Center, LLC, an affiliate of Forest City Enterprises, Inc. The project will result in zero tax liability to the residents of Nassau County and will generate more than \$300 million in direct revenue to the County over the full 49-year term of the lease.
- **Nassau County, New York** (*Wastewater System*) in connection with the development and negotiation of a contract to privatize operations, maintenance and management of the County’s sewer system, which includes three major wastewater treatment plants, 53 sewage pump stations and approximately 3,000 miles of sewers. The sewer system is responsible for the collection, treatment and disposal of sewage in a large area of the County, with a current customer base of approximately one million. This operation and maintenance agreement is the

largest water-related public-private partnership to date in the United States, with a value of more than \$1.2 billion.

- **Rockland County, New York** (*Construction Litigation*) in connection with a breach of contract action stemming from the construction and failure of a new cover to a secondary digester. WGL attorneys successfully argued that the case should be remanded to State Court from United States District Court for the Southern District of New York.
- **Nassau County, New York** (*Clean Water Act Defense*) in connection with an action in the United States District Court for the Eastern District of New York alleging violations of the Clean Water Act stemming from alleged illegal discharges.
- **Rockland County Solid Waste Management Authority, New York** (*Solid Waste Management*) with the development and management of its county-wide solid waste disposal system. In such capacity, we serve as special counsel to the Authority and provide legal representation in connection with the Authority's various contractual arrangements.
- **Rockland County Solid Waste Management Authority, New York** (*Procurement Litigation*) in connection with a challenge to an RFP issued for recyclables collection. The Authority received three proposals in response to the RFP and based upon evaluation of the factors listed in the RFP, the lowest proposer was not selected. The proposer subsequently commenced an Article 78 proceeding, claiming that the Authority was subject to General Municipal Law § 103, which would have required the Authority to choose the lowest responsible bidder. Both the Supreme Court and the Second Department agreed with WGL's compelling legal argument that General Municipal Law § 103 is only applicable to political subdivisions, and that public benefit corporations, such as the Authority, are not political subdivisions.
- **Broome County, New York** (*Solid Waste System*) in analyzing legal alternatives and options available to the County concerning flow control.
- **County of Sullivan, New York** (*Solid Waste System*) with respect to whether to form a County solid waste disposal district, a solid waste management authority or

a resource recovery agency pursuant to New York law. Our representation also included advising the County on whether to update and enforce the County's flow control law to aid the operation of the solid waste management system for a district, an authority, or an agency. WGL attorneys also assisted the County with determining the most effective financing options for the expansion of the solid waste management system and construction of a transfer station based on the closure of its landfill.

- **Orange County, New York** (*Wastewater System*) in connection with advising the County in collaboration with Delaware Engineering to develop a study to find ways to increase treatment capacity for the County's only sewer district by at least three million gallons a day without significantly raising costs. We analyzed numerous existing agreements between affected municipalities, and we summarized a comprehensive legal framework through which the County could proceed with the study's practical recommendations.
- **Rockland County Sewer District No. 1, New York** (*Clean Water Act Defense*) in an action in the United States District Court for the Southern District of New York against allegations of violations of the Clean Water Act stemming from alleged sewage discharges into the Saddle River resulting in the dismissal of several of the causes of action against the District.
- **Nassau County, New York** (*Co-Generation Project*) in connection with a P3 transaction involving the lease and private operation of the County's District Energy System (DES), that would provide thermal and electrical energy to a number of private and public entities, including the Nassau County Correctional System, the Long Island Marriot, the Nassau Coliseum, and Nassau University Medical Center. The County is planning to enter into a P3 transaction with a selected entity who will operate, maintain and manage the DES, providing thermal energy to existing, and potentially new, users.
- **Rockland County Sewer District No. 1, New York** (*Public- Private Partnership Wastewater Plant*) in its procurement of a contractor for the operation and maintenance of its Advanced Wastewater Treatment Plant. We represented the Sewer District in the development of the facility on a DBO basis, which was the first municipal wastewater DB or DBO project in New York. We were responsible for reviewing New York law to determine whether the wastewater treatment plant could be developed pursuant to a DBO approach under the existing statutory framework. WGL assisted the Sewer District with the drafting of the procurement documents (including the RFP), the evaluation of proposals, and served as lead



negotiator and principal drafter of the DBO agreement. We continue to serve as full-time outside counsel to the Sewer District, providing contract oversight and administration assistance.

### *Real Property/Land Use*

Our lawyers have extensive experience representing public entities, with a particular emphasis on land use, zoning, environmental, and redevelopment matters from planning, regulatory, and financing perspectives. We also serve as special counsel for redevelopment activities for many cities, counties, and redevelopment agencies, and our team has developed and drafted portions of comprehensive plans in municipalities, negotiated and drafted community benefit agreements.

Our extensive experience includes advising on:

- Condemnation proceedings and challenges
- Redevelopment agency projects
- Urban renewal projects
- Affordable/below-market housing projects
- Parkland issues, including alienation issues
- Acquisition of municipal assets
- Zoning issues

A notable example of our real property experience involves advising **Nassau County** in connection with the redevelopment of the Nassau Veterans Memorial Coliseum and its surrounding area, commonly referred to as the “Hub.” Our representation includes advising on real estate and land use issues in connection with the Coliseum redevelopment, the development of a \$140 million research and treatment facility with Memorial Sloan Kettering, the lease and private operation of the County’s District Energy System and an \$85 million parking structure involving a grant from the Empire State Development Corporation.

### *Transactions*

We have extensive experience addressing all aspects of procurement and contracting matters, including negotiating and drafting contracts, public bidding processes, and prosecuting and defending contract claims. Our work includes development of model procurement and contract forms, resolution of bidding disputes, contract administration, and bond and insurance issues. We routinely interpret New York statutes, rules and

regulations, and guidance unique to public entities, such as General Municipal Law §§ 103 and 120-w, and opinions of the State Comptroller and Attorney General.

As indicated above with respect to our municipal law practice, transactional work constitutes the vast majority of matters we handle, ranging from construction agreements to public-private partnership agreements to operations and maintenance agreements. Other than regulatory and litigation work, our firm is fundamentally focused on transactional matters.

In one notable project, as discussed above, we advised **Nassau County** in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site. Our representation included assisting the County with obtaining private financing; drafting an RFQ and an RFP seeking private developers for the redevelopment of the Nassau Hub; negotiating the contract documents, including simultaneous lease negotiations with the selected RFP finalists; and shepherding the selected lease through the County's approval process. The project will result in zero tax liability to the residents of Nassau County and will generate more than \$300 million in direct revenue to the County.

Our attorneys, both while in public and private practice, have advised on the following types of contracts, among others:

- Concessions
- Construction
- Design-Build
- Design-Build-Operate
- Employment separation agreements
- Energy savings performance contracts
- Federal and state grant assistance
- Inter- and intra-municipal agreements for shared services
- Operation and maintenance
- Water/sewer/solid waste



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?

Please see attached form.

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:

Teno A. West [WGL@WESTGROUPLAW.COM]

Dated: 10/15/2020 08:39:45 PM

Vendor: West Group Law PLLC

Title: Principal



**NASSAU COUNTY CONTRIBUTIONS**

10/16/2018	Revel Restaurant for Jack Schnirman	\$2,473.00	NC
5/2/2019	Laura Curran for CE	\$500.00	NC
8/15/2019	Citizens for Nicolella	\$250.00	NC
7/8/2019	Jack Schnirman for Nassau	\$2,500.00	NC
8/19/2019	Friends of Laura Curran	\$250.00	NC
9/17/2019	Revel Restaurant for Jack Schnirman	\$300.00	NC
10/10/2019	Friends of Laura Schaefer	\$125 .00	NC
10/17/2019	Revel Restaurant for Jack Schnirman	\$2,260.00	NC
1/3/2020	Jack Schnirman for Nassau	\$500 .00	NC
5/28/2020	Jack Schnirman for Nassau	\$2,000.00	NC
7/7/2020	Curran for Nassau	\$1,000.00	NC
10/6/2020	Jack Schnirman for Nassau	\$2 ,500.00	NC
10/9/2020	Curran for Nassau	\$1,000.00	NC

## 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: Teno A. West  
Date of birth: 03/23/1962  
Home address: 47 North Street, PO Box 381  
City: Litchfield State/Province/Territory: CT Zip/Postal Code: 06759  
Country: US
- Business Address: 81 Main St., Suite 510  
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601  
Country: US  
Telephone: (914) 898-2400
- Other present address(es): 4 Richmond Square, Suite 350,  
City: Providence State/Province/Territory: RI Zip/Postal Code: 02906  
Country: US  
Telephone: 401-371-3636

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Principal	03/01/2017

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

YES ☒ NO ☐ If Yes, provide details.

100%

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.

a. \$140,000.00 Loan  
b. Guaranty of White Plains office lease  
c. Guaranty of Line of Credit  
e. Guaranty of Providence office lease

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, Teno A. West , 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, Teno A. West , 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.

West Group Law PLLC

Name of submitting business

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

Teno A. West [WGL@WESTGROUPLAW.COM]

Principal

Title

10/15/2020 08:40:25 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: West Group Law PLLC

Address: 81 Main Street, Suite 510

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

2. Entity's Vendor Identification Number: 81-5255601

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):

1 File(s) uploaded 4 and 5. List names and addresses of all principals shareholders (1).pdf

*No principals have been attached to this form.*

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

If none, explain.

Please see attached document.

1 File(s) uploaded 4 and 5. List names and addresses of all principals shareholders (1).pdf

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

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

None.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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:  
Teno A. West [WGL@WESTGROUPLAW.COM]

Dated: 10/15/2020 08:41:03 PM

Title: Principal



**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.

**County of Nassau**  
**Consultant's Contractor's and Vendor's Disclosure Form**

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):

Teno A. West, 47 North Street, PO Box 381, Litchfield, CT 06759 - Principal

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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.

Teno A. West, 47 North Street, PO Box 381, Litchfield, CT 06759 - Principal

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## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **West Group Law PLLC**, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the Counsel desires to perform the services described in this Agreement;

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 October 1, 2020 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel to the County under this Agreement shall consist of the following: to affirmatively represent the County, provide the County with legal advice and, if necessary, bring an action related to the 2011 capital project to construct the Nassau County Family Court and Matrimonial Center (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; settlement negotiations; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Forty-Five Thousand Dollars (\$245,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee

schedule:

(i) Partner:	\$250.00
(ii) Of Counsel:	\$250.00
(iii) Senior Associate:	\$250.00
(iii) Paralegal:	\$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Seventy Thousand Dollars (\$70,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this

Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under

Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request,

completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by

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

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

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

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



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

14. Accounting Procedures; Records. 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

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

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

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

[Remainder of Page Intentionally Left Blank.]

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

**WEST GROUP LAW PLLC**

By: Teno A. West

Name: Teno A. West

Title: Managing Partner

Date: October 23, 2020

**NASSAU COUNTY**

By: [Signature]

Name: Tarek Karkhan

Title: County Attorney

Date: 1/8/2021

**NASSAU COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

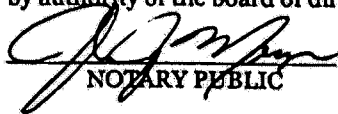
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ WESTCHESTER

On the 23<sup>rd</sup> day of October in the year 2020 before me personally came Tenz A. West to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Litchfield; that he or she is the Managing Partner of West Group Law PLLC, 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

JOSH J. MEYER  
Notary Public, State of New York  
No. 02ME5085491  
Qualified in Putnam County  
Commission Expires September 22,  
December 18, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of January in the year 2021 before me personally came Jared A. Kasschau to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Nassau County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

  
NOTARY PUBLIC

MARY J. NORI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02NO6266941  
Qualified in Nassau County  
Commission Expires August 6, 2016 24

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a



manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a

contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

**Appendix L**  
**Certificate of Compliance**

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

1. The chief executive officer of Contractor is:

Teno A. West

(Name)

81 Main Street, Suite 510, White Plains, NY 10601

(Address)

914-898-2400

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has   X   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has   X   has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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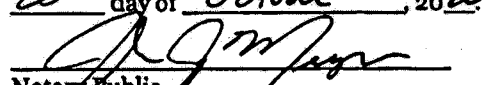
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

October 23, 2020  
Dated

  
Signature of Chief Executive Officer

Teno A. West  
Name of Chief Executive Officer

Sworn to before me this  
23<sup>rd</sup> day of October, 2020  
  
Notary Public

JOSH J. MEYER  
Notary Public, State of New York  
No. 02ME5085491  
Qualified in Putnam County  
Commission Expires September 22,  
December 17, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2021

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

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

<b>PRODUCER</b> Koverage Insurance Group 657 Enfield Street  Enfield CT 06082		<b>CONTACT</b> NAME: Andrea Hills PHONE (A/C, No, Ext): 8607454222 E-MAIL ADDRESS: clteam@koveragegroup.com FAX (A/C, No):															
<b>INSURED</b> West Group Law LLC 81 MAIN ST Ste 510 WHITE PLAINS NY 10601		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TRAVELERS CAS INS CO OF AMER</td><td>19046</td></tr><tr><td>INSURER B: TRAVELERS IND CO</td><td>25658</td></tr><tr><td>INSURER C: CHARTER OAK FIRE INS CO</td><td>25615</td></tr><tr><td>INSURER D: TRAVELERS CAS &amp; SURETY CO OF AMER</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: TRAVELERS CAS INS CO OF AMER	19046	INSURER B: TRAVELERS IND CO	25658	INSURER C: CHARTER OAK FIRE INS CO	25615	INSURER D: TRAVELERS CAS & SURETY CO OF AMER	31194	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6805P66691A	03/01/2021	03/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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GENERAL AGGREGATE	\$ 4,000,000																			
PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA9P857009	03/01/2021	03/01/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6P189648	03/01/2021	03/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRDCO</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000	PRDCO	\$ 5,000,000								
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AGGREGATE	\$ 5,000,000																			
PRDCO	\$ 5,000,000																			
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB7P06228A	03/01/2021	03/01/2022	<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td><td></td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
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D	Professional Liability		37LB-01072324	03/01/2021	03/01/2022	<table border="1"><tr><td>Each Occurrence</td><td>5,000,000</td></tr><tr><td>General Aggregate</td><td>5,000,000</td></tr></table>	Each Occurrence	5,000,000	General Aggregate	5,000,000										
Each Occurrence	5,000,000																			
General Aggregate	5,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder as noted is additional insured with written agreement, not to exceed the limits, terms or conditions of any policy noted herein.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County One West Street Mineola NY 11501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Andrea Hills
--	---

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LAURA CURRAN  
County Executive



JARED A. KASSCHAU  
County Attorney

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY

**TO:** Kate O'Hagen, Procurement Compliance Analyst  
Robert Cleary, Director of Procurement Compliance

**FROM:** Jared A. Kasschau  
County Attorney

**DATE:** January 5, 2021

**SUBJECT:** Delay Memo – West Group Law PLLC

The purpose of this memo is to explain any delay with the new contracts between the County and **West Group Law PLLC** ("Counsel" or "West Group"), special counsel firm chosen to affirmatively represent Nassau County and the Department of Public Works ("County" or "DPW") in the construction of the Nassau County Family Court building; as well as for West Group to represent the County in litigation known as: Sunil Joseph v. County of Nassau – USDC EDNY Case Number 2:20-cv-01907-SJF-ARL ("Sunil Joseph").

Initially it was the Department's intention to proceed with one Agreement between West Group and the County to cover their representation of the County in both the affirmative litigation involving the new Family Court building, and their representation of the County in the Sunil Joseph litigation. One contract was prepared and sent to Counsel for review and signature. Subsequently it was determined that it would be beneficial to split the two matters into two (2) different Agreements with Counsel. West Group was contacted and notified of this change. New agreements were prepared by my office and sent to Counsel. This change, and Counsel's delay in executing their disclosure forms via the vendor portal, unfortunately caused delay in routing both agreements.

I trust this sufficiently explains the reason for the delay. Please do not hesitate to contact me if you have any questions.

  
\_\_\_\_\_  
JARED A. KASSCHAU  
County Attorney

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

### **HEALTH AND SOCIAL SERVICES COMMITTEE ADDENDUM**

**APRIL 12, 2021 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>
147-21	OMB	H, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 147-21(OMB)

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

# **PUBLIC SAFETY COMMITTEE**

## **ADDENDUM**

**APRIL 12, 2021 1:00 PM**

**Denise Ford - Chairwoman**

**Steve Rhoads - Vice Chairman**

**Vincent Muscarella**

**John Ferretti**

**Delia DeRiggi-Whitton - Ranking**

**Siela Bynoe**

**Debra Mulé**

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

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>143-21</b>	<b>LE</b>	<b>PS, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2021</u></b> A LOCAL LAW TO PROHIBIT THE SMOKING OR VAPING OF CANNABIS IN ALL COUNTY OWNED PROPERTIES. 143-21(LE)
<b>144-21</b>	<b>LE</b>	<b>PS, R</b>	<b><u>PROPOSED LOCAL LAW NO. -2021</u></b> A LOCAL LAW TO AMEND TITLE 64 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY TO PREVENT THE CONSUMPTION OF CANNABIS BY MINORS AT PRIVATE HOMES. 144-21(LE)

# **NASSAU COUNTY LEGISLATURE**

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

# **RULES COMMITTEE ADDENDUM**

**APRIL 12, 2021 1:00 PM**

**Richard Nicoletto – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

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

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
128-21	CE	R	<b><u>RESOLUTION NO.-2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF SEA CLIFF IN RELATION TO A PROJECT TO RESTORE TWO (2) BALLFIELDS AT CLIFTON PARK FOR THE VILLAGE. 128-21(CE)
139-21	OMB	F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY’S FINANCIAL RECORDS FOR THE BUDGET YEAR 2020. 139-21(OMB)
142-21	LE	R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO REQUIRE THE COUNTY TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT FOR ERIC BERLINER, ROBERT FINE, MICHAEL ARYEH, AND JILL PESCE, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V. NASSAU COUNTY, NASSAU COUNTY DEPARTMENT OF ASSESSMENT, ASSESSMENT REVIEW COMMISSION, LAURA CURRAN, IN HER OFFICIAL CAPACITY AS COUNTY EXECUTIVE, AND DAVID MOOG, IN HIS OFFICIAL CAPACITY AS COUNTY ASSESSOR FOR NASSAU COUNTY, INDEX NO. 605904/2019. 142-21 (LE)
143-21	LE	PS, R	<b><u>PROPOSED LOCAL LAW NO. -2021</u></b> A LOCAL LAW TO PROHIBIT THE SMOKING OR VAPING OF CANNABIS IN ALL COUNTY OWNED PROPERTIES. 143-21(LE)
144-21	LE	PS, R	<b><u>PROPOSED LOCAL LAW NO. -2021</u></b> A LOCAL LAW TO AMEND TITLE 64 OF THE MISCELLANEOUS LAWS OF NASSAU COUNTY TO PREVENT THE CONSUMPTION OF CANNABIS BY MINORS AT PRIVATE HOMES. 144-21(LE)
145-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 145-21(OMB)
146-21	OMB	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 146-21(OMB)

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
147-21	OMB	H, F, R	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HUMAN SERVICES. 147-21(OMB)
149-21	AS	F, R	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 149-21(AS)

# **NASSAU COUNTY LEGISLATURE**

## **13th TERM MEETING AGENDA**

# **FINANCE COMMITTEE ADDENDUM**

**APRIL 12, 2021 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**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>139-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>ORDINANCE NO. – 2021</u></b> AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY’S FINANCIAL RECORDS FOR THE BUDGET YEAR 2020. 139-21(OMB)
<b>145-21</b>	<b>OMB</b>	<b>F, R</b>	<b><u>RESOLUTION NO. -2021</u></b> A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2021. 145-21(OMB)
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