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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO
PRESIDING OFFICER

PLANNING DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

LEGISLATOR LAURA SCHAEFER
CHAIR

RULES COMMITTEE
LEGISLATOR RICHARD NICOLELLO
CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

December 3, 2018

4:42 P.M.

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

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4 PLANNING DEVELOPMEN AND THE ENVIRONMENT

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6 LEGISLATOR TOM MCKEVITT

7 Vice Chair

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9 LEGISLATOR WILLIAM GAYLOR III

10 Chair

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12 LEGISLATOR STEVEN RHOADS

13

14 LEGISLATOR DENISE FORD

15

16 LEGISLATOR ARNOLD DRUCKER

17 Ranking member

18

19 LEGISLATOR JOSHUA LAFAZAN

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21 LEGISLATOR SEILA BYNOE

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3 RULES COMMITTEE

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6 LEGISLATOR RICHARD NICOLELLO

7 Chair

8

9 LEGISLATOR HOWARD KOPEL

10 Vice Chair

11

12 LEGISLATOR STEVEN RHOADS

13

14 LEGISLATOR LAURA SCHAEFER

15

16 LEGISLATOR KEVAN ABRAHAMS

17 Ranking member

18

19 LEGISLATOR DELIA DERIGGI-WHITTON

20

21 LEGISLATOR SIELA BYNOE

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23

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2 LEGISLATOR NICOLELLO: I think we
3 are doing the Planning Committee and all
4 legislators will be allowed to participate
5 with respect to the Coliseum.

6 LEGISLATOR MCKEVITT: We will now
7 commence the meeting of the Planning
8 Development and the Environment Committee and
9 ask the clerk to please call the roll.

10 MR. PULITZER: Thank you. Roll
11 call. Legislator Siela Bynoe.

12 LEGISLATOR BYNOE: Here.

13 MR. PULITZER: Legislator Joshua
14 Lafazan.

15 LEGISLATOR LAFAZAN: Here.

16 MR. PULITZER: Ranking member
17 Arnold Drucker.

18 LEGISLATOR DRUCKER: Here.

19 MR. PULITZER: Legislator Denise
20 Ford.

21 LEGISLATOR FORD: Here.

22 MR. PULITZER: Legislator Steven
23 Rhoads.

24 LEGISLATOR RHOADS: Present.

25 MR. PULITZER: Vice Chairman

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2 Thomas McKevitt.

3 LEGISLATOR MCKEVITT: Here.

4 MR. PULITZER: Substituting for
5 Chairwoman Laura Schaefer is C. William Gaylor
6 the third.

7 LEGISLATOR GAYLOR: Here.

8 LEGISLATOR MCKEVITT: What we are
9 going to do is start, for Planning purposes,
10 the second item on the calendar, which is
11 616-18. This is a resolution authorizing the
12 release of cash in lieu of surety bond as well
13 as a release of cash escrow deposit for a
14 subdivision known as map of Seaford Villas on
15 the west side of Jackson Avenue in Seaford.

16 Do I have a motion? Moved on
17 behalf of Mr. Gaylor. Second by Mr. Drucker.
18 From the administration please.

19 MR. KATZ: My name is Martin
20 Katz. I'm with the Nassau County DPW,
21 Division of Planning. As you correctly
22 stated, this is for the release of cash in
23 lieu of bond and release of cash escrow for
24 public improvements that are part of the
25 Seaford Villas and attached six unit

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2 condominium subdivision located in the Hamlet
3 of Seaford in the town of Hempstead. This
4 cash in lieu of bond to be released is in the
5 amount of \$154,518.02. The cash escrow to be
6 released is in the amount of \$6,840.76.

7 The Nassau County Planning
8 Commission approved the final subdivision map
9 in December of 2016. The applicant billed for
10 apply for release of cash in lieu of bond and
11 release of cash escrow in July 20, 2018. All
12 bonded public improvements were inspected by
13 Nassau County DPW chief inspector. And in a
14 memo dated September 5, 2018 determined that
15 all public improvements had been completed and
16 found to be in compliance with all codes and
17 standards and such public improvements,
18 include paving, sidewalks, curbing, storm
19 drains, sanitary sewer and water mains,
20 drywells, fencing, streets and street signs to
21 name most of them.

22 And in a duly noticed public
23 hearing held on October 18, 2018 the Nassau
24 County Planning Commission recommended the
25 release of cash in lieu of bond and cash

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2 escrow in the aforementioned amounts. No one
3 appeared in opposition to this release.

4 LEGISLATOR MCKEVITT: Any
5 questions? Any public comment? Hearing none,
6 all in favor signify by saying aye. All
7 against? Passes unanimously.

8 At this point we are going to go to
9 item 540-18. This will be a joint meeting of
10 the Rules Committee. So I will turn it over
11 to the Presiding Officer at this point.

12 LEGISLATOR NICOLELLO: Call the
13 item and then you will call the item for your
14 committee as well. 540 2018 is an ordinance
15 authorizing the county executive on behalf of
16 the county to execute a second amendment to
17 amended and restated Coliseum lease between
18 the county of Nassau, as landlord, and Nassau
19 Events Center LLC, as tenant, of certain
20 premises located in Uniondale, Town of
21 Hempstead.

22 Rules Committee. That's moved by
23 Legislator Ford. Seconded by Legislator
24 Bynoe.

25 LEGISLATOR MCKEVITT: On behalf

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2 of the Planning Committee, moved by Legislator
3 Rhoads and seconded by Legislator Lafazan.

4 LEGISLATOR NICOLELLO: Invite the
5 administration up for their portion of the
6 presentation.

7 MS. TSIMIS: Good afternoon
8 Presiding Officer Nicoletto, Minority Leader
9 Abrahams, members of the legislation. My name
10 is Evelyn Tsimis. I'm Deputy County Executive
11 for Economic Development. I am joined by Dan
12 Grippo, our chief municipal transactions.
13 Sean Sallie, Deputy Commissioner for
14 Planning. And Josh Meyer, the county's
15 outside counsel on this matter.

16 Thank you for the opportunity to
17 speak with you today and for holding a full
18 legislative hearing last week on the
19 administration's proposed crucial first steps
20 in the Hub development process. We felt a
21 great deal of enthusiasm in the room last week
22 from labor, from business, from community
23 members, from members of the public and the
24 stakeholders as well as many of you. All of
25 whom want to see us finally make some progress

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2 on the site.

3 We are presently reviewing the very
4 valuable input on our proposal that was
5 received at the hearings as well as in the
6 many meetings that the development team has
7 had over the last several weeks. We are
8 working to make changes to the documents
9 before you in order to address a number of
10 issues which we will submit prior to your
11 scheduled vote on the 17th of December.

12 We have been asked to focus our
13 remarks today on the process the county
14 utilized for getting to the point we are today
15 with the development plan agreement and the
16 Hub lease amendments and to outline next steps
17 for getting shovels in the ground.

18 We have a presentation. Obviously
19 we would like to run through it. If you have
20 questions along the way let us know. I will
21 be speaking as well as Josh Meyer and the four
22 of us can answer questions.

23 As you heard last week, the
24 proposed second lease amendment and
25 development plan agreement create a framework

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2 for action by the county and the development
3 team collaboratively. The DPA includes
4 milestones and the time frame to keeping the
5 process moving forward with prompt negotiation
6 on key items, including financial terms with
7 the county, community benefits and labor
8 agreements. The DPA is a first step in the
9 development of the Hub. But we want to
10 reiterate that it is just that. Not only do
11 we need the legislature to be our partner in
12 taking this crucial first step, but we hope
13 this is just the beginning of a partnership
14 that's exciting and productive as we move
15 forward.

16 Like any negotiated agreement, the
17 DPA is intended to strike a balance among the
18 parties. Here the DPA has been written to
19 give the development team standing to pursue
20 development, while also ensuring that they
21 prioritize some items that we think are
22 particularly important to get us started.

23 These phase one actions include
24 proposing a transformational plan for the site
25 in order to draw down available state money

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2 for parking that's structured on the site.
3 Which has been critical to getting this
4 project started for several years now. And
5 they're also being charged with gaining the
6 support with the Town of Hempstead on key
7 development plan documents.

8 We are extremely pleased that
9 Northwell has expressed in establishing an
10 innovation center at the Hub. This center
11 clearly aligns with the county's interest in
12 attracting a life sciences or medical employer
13 to the site and it is the linchpin to for
14 getting available state funding. Moreover,
15 the announcement offers tangible proof that
16 our partners in this development, BSE Global
17 and RXR, are as committed as we are in getting
18 this first stage off the ground. Should all
19 go well and we unlock the state funding and
20 free up the acreage for future development,
21 our partners will be positioned to come back
22 to the county to initiate further phases and
23 the legislature will be involved in this
24 process every step of the way.

25 As we have been asked to focus our

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2 comments on the process that led us to this
3 point, we must begin with the backdrop of the
4 county's prior actions to develop this site
5 which came before the current administration
6 as you well know. Most important are actions
7 taken in 2013 when the county conducted an RFP
8 and subsequently selected a team to manage the
9 Coliseum and develop the site. As part of
10 these actions the county entered into a 49
11 year lease with NEC. Now an indirect
12 majority-owned subsidiary of BSE Global. The
13 lease included future development rights on
14 the Hub site but recognized any future
15 development would still be subject to approval
16 of the legislature. To be sure, the Hub site
17 is certainly ripe for the development but it
18 is hardly a blank slate.

19 Let's spend a few moments on
20 Section 54. Everyone talks about it and we're
21 just going to run through that a little bit.

22 The lease permits either the county
23 or NEC for further development and for excess
24 parking areas subject to agreement of terms
25 and conditions for any development and

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2 approval of the legislature. If the tenant
3 proposes a plan, that would be BSE Global, the
4 county has an obligation included in Section
5 54 to enter into good faith negotiations
6 regarding that plan. If the county and tenant
7 are unable to come to terms, the county may
8 develop with another partner. But there are
9 still built in protections within the lease to
10 make sure the Coliseum tenant is able to run
11 the Coliseum. And that includes items like
12 use of the parking areas. Again, the most
13 expeditious way to proceed is in a partnership
14 with the Coliseum tenant rather than going on
15 a separate track.

16 Speaking of tracks, the county and
17 the developer, I should say NEC, during the
18 course of this year has been very upfront with
19 the county about their plans to develop the
20 Hub and utilize their existing lease rights.
21 BSE Global, as led by Brett Yormark, and
22 according to his conversations with you last
23 week, they were very interested in developing
24 the site. They have told the administration
25 that they intended to do so and that they were

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2 beginning the process of interviewing
3 potential partners.

4 On a separate track, this was
5 earlier in the year as you know, the
6 administration was working to understanding
7 our options for jump starting Hub
8 development. In February we convened a
9 committee to advise the county executive on
10 how best to proceed. During the spring, the
11 county executive considered whether or not to
12 continue a separate lease for the 11 acre site
13 known as The Plaza. We outlined the details
14 of that lease as well as this larger site
15 lease for you at a hearing that you held in
16 May, and we discussed all the various options
17 for what the county could do as next steps.

18 In June, the administration issued
19 the Nassau Hub Request for Expressions of
20 Interest. So as I'm saying, really there were
21 two different parallel tracks going on. BSE
22 was having their interviews, discussing their
23 plans to pursue development. But in meantime
24 the county continued to move forward. As
25 we've all discussed, there was considerable

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2 interest in us doing so.

3 I believe last week we did hand out
4 copies of the RFEI, Request for Expressions of
5 Interest. I hope that you've all had a chance
6 to see it. It was a public document posted on
7 the county's website. But I will describe for
8 you a little bit what was in the Request for
9 Expressions of Interest.

10 During meetings of the county
11 executive's Hub advisory group, several
12 committee members had suggested an RFEI as a
13 way to spur interest in Hub development and
14 gather ideas. The thinking was that an RFEI,
15 as opposed to an RFP, which is a much less
16 formal document, it prompts discussion, it's
17 commonly used in the industry as a way to
18 generate some interest and sort of see what's
19 out there. Sort of take the temperature of
20 what might be ideas for the Hub.

21 The RFEI we issued in June offered
22 an overview of the site and outlined the
23 county executive's vision for freeing up
24 excess parking for development of a mixed use
25 district with live, work, play aspects. These

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2 were intended to complement existing
3 activities at the site.

4 We described the investments that
5 BSE had made in the Coliseum and our
6 excitement about the return of the Islanders.
7 We outlined the fact that Memorial Sloan
8 Kettering is opening a new facility there and
9 the Hub's excellent location in the county.
10 We highlighted the importance of the
11 transformational plan, of the ability to draw
12 down the state funding and we even made a
13 direct pitch in the document for a tenant. We
14 said if there's someone out there who is
15 interested in opening either a life sciences
16 or medical-related facility we believe that's
17 the kind of development that will help us
18 bring in the state money. We were very direct
19 about our interest in that.

20 While the focus of the RFEI was on
21 a live, work, play district, that was based on
22 everything we heard from the various experts
23 in the field, we did leave the door open for
24 other ideas. We mentioned a convention
25 center. Some sort of tourist attraction and

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2 other use of the site. Essentially we sort of
3 had an idea of what we were thinking to do and
4 what we heard from everyone one we should do,
5 but we felt it was important to leave a door
6 open just in case there were other ideas.

7 We asked for short ten page maximum
8 overview of firm qualifications and high level
9 outline of ideas for the Hub. It was not an
10 RFP and it did not require detailed
11 proposals. It also did not require any
12 financial proposals. The RFEI also clearly
13 referenced the existing Coliseum site lease
14 and outlined the county's intent to work
15 cooperatively with our tenant, BSE, to develop
16 the site.

17 Now I will tell you a little bit
18 about what we received. The county received
19 responses in mid August. These were reviewed
20 by a small team of staff from the county
21 executive's office, county attorney and
22 Planning. The county's consider the RFEI as
23 part of an ongoing procurement and we have
24 therefore not publicly disclosed the responses
25 or the names of those who responded. Other

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2 than a few specific instances where the party
3 themselves wished to be named.

4 Nevertheless, we are glad to offer
5 you a picture of what we received. In all we
6 received 17 responses. Eight are what I would
7 describe as comprehensive visions of a mixed
8 use development. So RXR was in that bucket.
9 Nine were more narrow proposals, focusing on a
10 specific aspect of development. There were
11 proposals from retail experts, housing
12 developers, engineering firms, a
13 sustainability expert, a parking operator and
14 one possible employer tenant. Although the
15 RFEI certainly left the door open to all
16 ideas, the responses did offer a very
17 consistent theme in favor of a mixed use,
18 live, work, play district to complement
19 existing activities at the Hub.

20 I should note that several
21 respondents in each of the two categories
22 indicated that they had meet with BSE Global
23 and were hoping to pursue cooperative
24 proposals for the site. Several respondents
25 actually asked for us to make introductions

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2 for them to BSE Global. Which we did.

3 In August, those two tracks, BSE
4 doing their interviews and the close of the
5 RFEI process, came together. In its response
6 to the RFEI, RXR had indicated that it had
7 forged a joint venture partnership with BSE
8 Global to pursue a comprehensive mixed use
9 district at the Hub.

10 Several days later BSE, Brett
11 Yormark, confirmed in a letter to the county
12 that they intended to pursue development at
13 the Hub utilizing the rights they have under
14 their Coliseum lease Section 54 that we've
15 referenced. BSE's notice to the county that
16 it intended to exercise its leasehold rights
17 to pursue future development effectively
18 stayed the RFEI process and triggered the
19 county's obligation to negotiate with BSE.
20 That process has led to the development plan
21 agreement that's before you for your
22 consideration.

23 The county executive's team is
24 pleased that our process sparked discussion
25 among industry participants and helped BSE

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2 with its own process of crystalizing its plans
3 and potential partners. RXR conceptual master
4 plan touched all the aspects of what our
5 administration has been seeking and we believe
6 the joint venture partnership has the capacity
7 and expertise to get the job done.

8 Next, I would like to turn things
9 over to counsel Josh Meyer who will walk you
10 through the process going forward at this
11 point.

12 MR. MEYER: Josh Meyer, Westwood
13 Group Law, 81 Main Street, White Plains,
14 New York.

15 I'm here today to provide a brief
16 overview of the development plan agreement and
17 the overall amendment to the lease. Like to
18 start of by discussing what the development
19 plan agreement includes and what it does not
20 include. What it is is a framework or
21 blueprint for the proposed development
22 planning process moving forward. It includes
23 deadlines for the developer to provide
24 deliverables to the county. It anticipates
25 additional project documents which will detail

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2 what can be built on the site moving forward
3 in the process by which that will happen.

4 It's a flexible document. It's a
5 cooperative planning process between the
6 developer and the county. It provides the
7 developer a standing to speak with the town
8 about the project design and the necessary
9 approvals. It authorizes them to start
10 formulating their plans for the site and
11 includes clear obligations and tasks of the
12 developer.

13 What it does not include are
14 economic terms. It also does not authorize
15 any construction under the document. That
16 will all come subsequent to this and all
17 require subsequent authorization from this
18 body.

19 So on this slide, kickstarting
20 development for the phase one overview of the
21 development plan agreement. In the
22 development plan agreement you will have
23 development deadlines. BSE and RXR must meet
24 key development deadlines over 24 to 36 month
25 period. And I will detail those in a

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2 subsequent slide. They have two years plus
3 two additional six month extensions available
4 under certain conditions. There will be
5 ongoing negotiations over that 24 month
6 period. They will be negotiations in earnest
7 on, as I said, the financial terms, community
8 benefits and labor agreements. Obviously, as
9 I stated previously, they require legislative
10 approvals before any construction can begin on
11 the site.

12 The critical path to shovels in the
13 ground for this first phase that we are
14 describing, which will include the parking
15 garages, the transformative tenant, will
16 include the legislative approval of this
17 document that's being incorporated into the
18 amendment of the development plan agreement.

19 BSE and RXR as the developer
20 prepare the transformative development plan
21 and they will be required to secure the Empire
22 State Development Corporation, the state body,
23 parking garage funds. They will need to
24 prepare the conceptual master plan and the
25 site plan for the project and they will be

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2 required to secure town approvals.

3 Step three, the county and BSE and
4 RXR will need to negotiate and seek those
5 approvals. Included in there will be all the
6 financial terms associated with the future
7 development. And those agreements will be
8 subject to the review and approval of this
9 body.

10 Subsequent to that, the development
11 team will commence construction on the parking
12 structures and any buildings associated with
13 the transformative development.

14 For future phases, after this
15 initial phase with the parking garages and the
16 transformative tenant and anything else that's
17 incorporated into that first phase, any other
18 development, phase two will be a proposal by
19 the developers, the county will review that
20 and ensure that it's consistent with the
21 overall Hub vision. So they will come back to
22 this body, they will be providing updates on
23 any future phases for this project. Then they
24 will meet with any stakeholders associated
25 with that and receive their input and bring

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2 that to this body as well. They will need to
3 go back to the town, seek approval for an
4 amended conceptual master plan and site plan.

5 The next step, the county and the
6 developers will negotiate the financial terms
7 for those phases as well and any future
8 agreements as additional project documents.
9 Again, they will need to come back to this
10 body and seek approvals. At that point the
11 developer can then commence construction on
12 that phase and any subsequent phases.

13 I just want to give a little more
14 detail on what's included in the development
15 plan agreement and what you would be approving
16 here today if you were to approve the
17 amendment.

18 So, there is initial and final
19 required project conditions. There are three
20 conditions as part of the first set of the
21 initial required project conditions and those
22 are required to be completed within the first
23 24 months. If these three tasks are not
24 completed within the first 24 months then,
25 unless there is an extension, which we are

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2 proposing to be granted by this body alone,
3 then this agreement would terminate.

4 The parties will need to agree on
5 the conceptual master plan for the Hub site.
6 They will need to agree on any applicable
7 additional project documents in whatever form
8 that would take, and that would include leases
9 or potentially sale or master development
10 agreements. And the developer needs to cause
11 the Empire State Development Corporation to
12 provide notice regarding the parking grant and
13 to confirm that it is available for this
14 project.

15 Subsequent to that, assuming those
16 conditions are satisfied within the first 24
17 months, there will be final required project
18 conditions, which need to be approved within
19 30 to 36 months. The developer needs to
20 obtain the grant disbursement agreement from
21 the Empire State Development for the parking
22 grant. They will need to obtain any other
23 government approvals to commence construction
24 on the phase one parking facilities, including
25 the town or any other body's, OSPAC, Planning,

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2 anything else needs to be approved by the
3 county. And then they will need to come to
4 this body and obtain the approval of
5 applicable additional project documents.

6 I just didn't want to lose site of
7 the fact that the development plan agreement
8 isn't the only amendment that's being sought
9 here. The other lease amendments include the
10 sports programing, which modifies the boxing,
11 basketball and baseball programing
12 requirements. There will be on arena security
13 it will increase NEC's responsibility for
14 providing security for events at the Coliseum
15 to extend to events taking place outside the
16 arena. Right now in the lease they are
17 required to provide security inside the
18 arena. This extends that. They do hold a
19 fair number of events outside the arena and
20 this would require them to provide security
21 there as well.

22 Under the assignment of the lease
23 it extends the county's right to approve any
24 assignment of the Coliseum lease in sole and
25 absolute discretion for five years from

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2 execution of the second amendment. This is
3 being done in conjunction with the change of
4 control, which I will describe in one minute,
5 where in the existing lease the county had the
6 right in its sole and absolute discretion to
7 approve any assignment for five years from the
8 time we entered into the lease.

9 Now that change of control is being
10 proposed, what we are asking to be
11 incorporated in here is the assignment that
12 would be in the county's sole and absolute
13 discretion five years from the date of this
14 amendment.

15 The next proposed amendment, there
16 will be no future development under Section
17 54. So NEC and the county have agreed that
18 there will be no further proposals by NEC
19 pursuant to Section 54 unless the development
20 plan terminates. This is the developer and
21 NEC's one shot at developing this site.
22 Should they fail for any reason, with two
23 exceptions, not to receive the approvals of
24 this body or anything else that they are
25 required to do, any of their tasks, then they

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2 are not permitted under this amendment to make
3 any further proposal pursuant to any
4 subsequent RFP or any procurement by the
5 county.

6 We are also seeking as an amendment
7 the change of control which grants the
8 county's consent to Onexim Sports
9 Entertainment Holding USA succeeding to
10 control of NEC. Currently Onexim Sports and
11 Entertainment has a 85 percent ownership
12 interest in NEC. Forest City Ratner has the
13 remaining 15 percent. And this would seek to
14 transfer that remaining 15 percent to Onexim
15 Sports and Entertainment. So with that we are
16 open to any questions.

17 LEGISLATOR NICOLELLO: I'll start
18 things off. While this process is unfolding,
19 is there any financial remuneration coming to
20 the county for the actual site property aside
21 from the Coliseum? Is there any lease
22 payments, rent payments being made to the
23 county while the development process is
24 unfolding?

25 MR. MEYER: In connection with

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2 the development or in connection with the
3 existing lease for the operation of the
4 Coliseum?

5 LEGISLATOR NICOLELLO: In
6 connection with the overall site property.
7 I'm not talking about -- I know we are
8 receiving payments, lease payments for the
9 Coliseum, but for the entire 60 or so acres
10 that will be development. While this is
11 unfolding will they be paying rent on it?

12 MR. MEYER: So that rent
13 incorporates the additional acreage. It's on
14 the Coliseum and the entire property. Because
15 the entire property is required for parking
16 for the facility. So right now they are
17 paying \$4 million a year minimum rent and 12
18 and a half percent on parking.

19 LEGISLATOR NICOLELLO: Was there
20 any contemplation of having rent payments
21 specific to the site as opposed to the
22 Coliseum?

23 MR. MEYER: There were not. We
24 do believe that the developer has significant
25 skin in the game at this point for a number of

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2 reasons. They have their rights under this
3 agreement, under the existing lease under
4 Section 54, to develop the property. We would
5 consider it a significant incentive to
6 increase additional traffic to the Coliseum.
7 They have every incentive to do. So that if
8 the county makes more money they would make
9 more money associated with that. They are
10 investing millions of dollars in seeking the
11 approvals and design for the site. In
12 addition to that, there's been no thought of
13 additional compensation coming to the county.

14 LEGISLATOR NICOLELLO: Was there
15 anything in the original lease with respect to
16 the payments specific to the overall site?
17 Again putting aside the Coliseum itself.

18 MR. MEYER: Just to take one step
19 back. There was an original lease that was
20 severed and there was severance to the
21 Coliseum side and the 11 acres for the plaza.
22 There was \$4 million under the minimum - \$4
23 million on the Coliseum side and \$400,000 for
24 the plaza side. During construction I believe
25 it was only, I forget at this point, 5,000 or

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2 certain number of dollars in preconstruction
3 and then during construction phase I believe
4 it was \$90,000. So, once that lease
5 terminated, the plaza lease terminated, since
6 that time there has been no additional on the
7 property.

8 LEGISLATOR NICOLELLO: Once that
9 terminated there was no obligation to pay
10 either for the plaza side or the entire site?

11 MR. MEYER: That's correct. That
12 was for the plaza development and all of their
13 approvals they were seeking and the design as
14 a result of that. At this point the county
15 has that 11 acres back in their possession.

16 LEGISLATOR NICOLELLO: Why would
17 there be lease payments for just the plaza
18 development as opposed to the development of
19 the entire site? Why would that have been
20 contemplated for the development of the plaza
21 portion as opposed to the entire site?

22 MR. MEYER: Just on that 11
23 acres?

24 LEGISLATOR NICOLELLO: Why would
25 we want rental payments for \$400,000 a year

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2 for the development of plaza portion of the 11
3 acres as opposed to getting rental payments
4 for the entire site?

5 MR. MEYER: Again, once that was
6 up and operating it would \$400,000 minimum.
7 Once they had everything built there. In the
8 mean time it was preconstruction and
9 construction phase rent being paid.

10 LEGISLATOR NICOLELLO: In terms
11 of the development agreement with the
12 selection of RXR, is there any violation of
13 the general municipal law or even the county's
14 own administrative code of laws in having, in
15 effect, BSE select the developer for the
16 property? It didn't go through any sort of
17 RFP processes, nothing that complied with
18 state law procurement requirements and bidding
19 requirements. Is there any violation of any
20 laws by doing it in this fashion?

21 MR. MEYER: No. We don't believe
22 so. And if there was, we would argue that
23 there was a procurement for this in 2013 for
24 the overall site. As part of that -- and it
25 was directly contemplated in the project

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2 objectives. There's development rights. It's
3 not a new concept. In fact, built in Section
4 54 where we detailed the rights of both of the
5 parties in conjunction with any future
6 development on the site.

7 Nassau County, being a charter
8 county, has its own separate powers along
9 those lines and they can divest themselves of
10 property for any amount at that point. It's
11 different than most counties in the state and
12 most municipalities in the state in that they
13 don't have to obtain fair market value when
14 they dispossess themselves of property.

15 LEGISLATOR NICOLELLO: I'm going
16 to ask a question about the process. I'm not
17 questioning the merits of selecting RXR. I
18 can fully understand why BSE would want RXR to
19 be their development partner. They're
20 probably the predominant developer on our
21 island and the region with parking facilities
22 next to the property which will help during
23 the construction phase. Nor would I question
24 the selection of Northwell for the property
25 also. Similarly, dominant health services

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2 provider in our county. I'm not questioning
3 that. I believe there is a lot of sense and
4 ultimately I think that's where it should have
5 gone anyway because of their positives.

6 But you have now BSE selecting RXR
7 and RXR selecting Northwell to be their
8 partner and there were other health care
9 service providers out there. Does that
10 violate the municipal law?

11 MR. MEYER: We don't believe so.
12 As we would say, under Section 54 NEC has
13 rights. Under those rights we've leased the
14 property to them and they have site control
15 for the next 49 years. What I've compared it
16 to renting somebody a house and then saying a
17 few years later hey, we're going to move back
18 in and take two bedrooms. They have this
19 facility. They have this property. They need
20 this property to service the Coliseum.

21 And as we said, it's for excess
22 parking areas only. That's why the parking
23 garage is the key to unlocking the site.
24 Without that you have no excess parking
25 areas.

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2 Because of the rights they have
3 under Section 54, which were granted in the
4 original lease, they have that site control
5 for the next 49 years. To come in and try to
6 propose something else, we have the right to
7 do that, that was the whole intention of the
8 RFEI was to make sure should they not choose
9 to exercise their right to come to the table
10 and propose development the county would be
11 ready to move forward. It didn't appear
12 necessarily they were moving forward, so the
13 RFEI was this parallel track. Make sure that
14 something was going on with it and that could
15 be developed there.

16 In Section 54 the existing tenant
17 has rights associated with what needs to --
18 that the county can propose something on the
19 site but it has to be complementary,
20 compatible with the operation of the Coliseum
21 and it can't materially adversely impact their
22 operation of the Coliseum. So as soon as we
23 start to take over property or take away some
24 of their parking spaces we're beginning to
25 materially adversely impact their operation.

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2 LEGISLATOR NICOLELLO: During the
3 process of when the RFEI was promulgated and
4 responses were being received were there any
5 conversations with BSE about what the
6 information you were receiving back in
7 response to the RFEI? You talked about
8 parallels tracks. Did these two tracks
9 intersect at all? Was any information about
10 the RFEI shared with BSE?

11 MS. TSIMIS: I can't answer
12 that. I'd have to get back to you. I don't
13 remember exactly whether we were in touch with
14 them. I know we didn't speak to any
15 developers. That I remember. There were no
16 conversations with any developers during the
17 period that the RFEI was open and I would have
18 to check my notes about BSE. They obviously
19 knew we were doing it.

20 LEGISLATOR NICOLELLO: What about
21 the responses to the RFEI, were those shared
22 with BSE?

23 MS. TSIMIS: Only if the
24 respondent asked to have it be shared.

25 LEGISLATOR NICOLELLO: When was

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2 the last time the Hub Advisory Committee met?

3 MS. TSIMIS: I'm going to say
4 back in May or June. May. Right around the
5 time of your legislative hearing.

6 LEGISLATOR NICOLELLO: The Hub
7 Advisory Committee, after that time, was not
8 involved in this process, is that accurate?

9 MS. TSIMIS: No. Although there
10 were quite a number of members who suggested
11 the RFEI. That's really where the idea came
12 from. Sort of as a follow-up to the existing
13 RFP as a way to generate some interest and
14 ideas. That's who suggested the RFEI to us.

15 LEGISLATOR NICOLELLO: I should
16 have been more clear. After the RFEI was
17 issued was the Hub Advisory Committee involved
18 at all in looking at the responses or anything
19 of that nature?

20 MS. TSIMIS: No.

21 LEGISLATOR NICOLELLO: What about
22 with respect to the BSE's proposal, have they
23 been involved in evaluating BSE's proposal at
24 all?

25 MS. TSIMIS: No. Not in that

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2 way, no.

3 LEGISLATOR NICOLELLO: Did Mt.

4 Sinai respond to the RFEI?

5 MS. TSIMIS: Yes. Mount Sinai

6 responded to the RFEI. They expressed

7 interest in the form of a letter pursuing the

8 idea of a research center at the Hub. The

9 administration continued to have conversations

10 with Mt. Sinai throughout the last few

11 months. The conversations with Northwell and

12 the development team moved more quickly. So

13 we are where we are.

14 LEGISLATOR NICOLELLO: Were there

15 other entities that proposed specific to that

16 portion to this development?

17 MS. TSIMIS: No.

18 LEGISLATOR NICOLELLO: Is there

19 an actual agreement between RXR and Northwell

20 that you are aware of?

21 MS. TSIMIS: I'm told that there

22 is a memorandum of understanding to pursue

23 this further.

24 LEGISLATOR NICOLELLO: Does that

25 come back to us, the legislature?

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2 MS. TSIMIS: The legislature,
3 Josh can fill this in, but legislature would
4 obviously review anything specific in terms of
5 the financing, construction documents having
6 to do with that entire first phase of the
7 development. So yes.

8 LEGISLATOR NICOLELLO: I want to
9 be clear about that. Eventually the actual
10 determination as to whether or not Northwell
11 will be part of the development of the life
12 sciences portion of this will come back to the
13 legislature?

14 MS. TSIMIS: That's correct.

15 LEGISLATOR NICOLELLO: I want to
16 also be clear about this. As we go along with
17 this process you're going to have to come back
18 to us repeatedly, correct?

19 MS. TSIMIS: Yes. As I said at
20 the beginning, we are hoping for partnership
21 here. Nothing will happen on this site unless
22 we work together.

23 LEGISLATOR NICOLELLO: As I've
24 said from the beginning, regardless of
25 process, ultimately we are going to look at

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2 the merits of this. And if the merits dictate
3 that this is in the best interests -- I can
4 speak for myself and obviously my colleagues
5 on the majority side we will go with the
6 merits. If it's good for the county and the
7 taxpayers we will support it.

8 In terms of other approvals that
9 are coming back to the legislature, what would
10 that take the form of? In other words, would
11 we get leases, the subleases come back to us?

12 MR. MEYER: The leases would,
13 yes. Throughout this process we anticipate
14 and we intend to build in language into the
15 development plan agreement as a result of the
16 valuable input received at the hearing last
17 week, for the developer to come before this
18 body to provide updates, not necessarily in
19 the public forum, maybe in the public forum,
20 but also keep you apprised of everything
21 that's going on through other groups or
22 committees or stakeholders. Once they have
23 the documents and the approvals that they need
24 in the form of leases or sale documents or
25 master developer agreement, things of those

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2 lines, for each phase as we move along.

3 LEGISLATOR NICOLELLO: I would
4 assume it wouldn't be piecemeal. I would
5 assume as they complete that phase they would
6 come back to us with a package?

7 MR. MEYER: That's correct.

8 LEGISLATOR NICOLELLO: I will ask
9 that it require that there be language to this
10 effect but I just want to clarify. Every
11 stage of this process, assuming we approve the
12 development agreement and the amendment to the
13 lease, that every stage the legislature will
14 have discretion to say yes or no. Complete
15 discretion. We are not going to be bound by
16 any reasonable requirements that are in the
17 lease with respect to the county, the
18 legislature retains its sole authority and
19 sole discretion to approve or disapprove
20 what's put before us, correct?

21 MR. MEYER: That's correct. We
22 did hear that loud and clear at the last
23 hearing. Sole and absolute discretion.
24 That's for amendments, assignments and any
25 extensions to the development plan agreement.

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2 Sole and absolute discretion.

3 LEGISLATOR NICOLELLO: Thank
4 you. That's all I have. I'm sure there's
5 going to be a ton of questions. Minority
6 Leader Abrahams.

7 LEGISLATOR ABRAHAMS: Good
8 afternoon. First, I want to thank you for the
9 presentation. I thought it was -- it actually
10 limited a lot of the questions I would have
11 had. I do have questions. I can just jump in
12 in regard to the project labor agreement and
13 the community benefits agreement. Which I
14 know is not a part of this particular round
15 but language in terms of the framework I
16 wanted to discuss.

17 So, I believe Mr. Rechler at the
18 time of the hearing indicated that he would
19 support as well as engage in a project labor
20 agreement. It's my understanding that there
21 is potential language that could be inserted
22 in this agreement. Is that something that
23 your administration is going to provide to us
24 and would we be able to see that in advance of
25 the 17th?

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2 MR. MEYER: Yes. We fully intend
3 to do that. We did hear that loud and clear
4 at the last hearing and we do intend to
5 incorporate that into this agreement and have
6 you see that.

7 LEGISLATOR ABRAHAMS: What would
8 that language envisioned look like?

9 MR. MEYER: On both PLA and the
10 CBA?

11 LEGISLATOR ABRAHAMS: Just PLA to
12 start with.

13 MR. MEYER: That they shall enter
14 into a PLA commercial and reasonable terms.

15 LEGISLATOR ABRAHAMS: And
16 basically that interpretation would mean that
17 there would not be an approval of any
18 additional agreements until the PLA has been
19 met?

20 MR. MEYER: That would all be
21 done at the same time. If you were not in
22 agreement at the time that the first phase was
23 presented for you under the additional project
24 documents then it would not move forward. You
25 would have the sole and absolute discretion on

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2 the overall project and the overall project
3 documents, including the project labor
4 agreement and the community benefits
5 agreement.

6 LEGISLATOR ABRAHAMS: In regards
7 to the community benefits agreement, when do
8 you envision having language submitted to this
9 legislature body in regard to that? I
10 remember hearing from Mr. Rechler he discussed
11 the potentials of a community advisory
12 agreement committee. What does the language
13 that you are referencing look like in regards
14 to the community benefits?

15 MR. MEYER: We will have that
16 type of language on the additional
17 stakeholders and this body's ability to
18 appoint members to that and to arrive at a
19 mutually agreeable community benefits
20 agreement. Again, as part of the additional
21 project documents that would ultimately come
22 before this body.

23 LEGISLATOR ABRAHAMS: The
24 community benefits agreement amendment, for
25 lack of a better term, that's going to be

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2 presented regarding this item before us on the
3 17th will not include any amounts or formulas
4 on how Mr. Rechler will achieve a community
5 benefits agreement?

6 MR. MEYER: At this time it's not
7 our intention to do that. From experience we
8 do feel that is difficult to come up with at
9 this stage. As we said, this is a very
10 preliminary document, the development plan
11 agreement. There's a lot more to come from
12 this to be developed over the next 24 months.
13 When you talk about percentages or formulas
14 you could say a certain percentage. And it's
15 a percentage of what exactly? Total project
16 cost? Or is it some other number? It's
17 difficult at this stage. And it may be, we
18 feel, more beneficial as the project develops
19 over the next 24 months to better understand
20 how that would work.

21 LEGISLATOR ABRAHAMS: How do you
22 recommend the administration give this
23 legislative body assurances that at this time
24 they will actually be able to achieve a
25 community benefits agreement that is

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2 satisfactory to this legislative body?

3 MR. MEYER: Because you won't
4 approve it when the additional project
5 documents come back. You have total control
6 over that.

7 LEGISLATOR ABRAHAMS: But at that
8 time in time without having a framework in
9 mind what it could mean is we have an
10 agreement that has very strong PLA but at the
11 same time has a very weak CBA. I think if you
12 don't lay the groundwork for the framework
13 today then that way you set up a scenario
14 where there could be delays because we don't
15 have all our ducks in a row.

16 MR. MEYER: I wholeheartedly
17 agree with that. It's a balance that we seek
18 to strike on all these projects. Especially
19 the community benefits agreement. They can be
20 structured in any number of ways. As we've
21 said, it does tend to work itself out once you
22 determine what the size and scope of the
23 project is.

24 What we have to understand is this
25 project is going to be phased in over a number

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2 of years. Following this development plan
3 agreement we're not going to have sky cranes
4 out there on the entire site. We have to
5 phase it in, especially because of the
6 parking. Building the parking garage maybe
7 that will open up a certain amount of acreage
8 for construction and for development. Once we
9 figure out and once the developer proposes the
10 conceptual master plan and the site plan phase
11 by phase we will have a better understanding
12 of potentially how that community benefits
13 agreement should be structured.

14 LEGISLATOR ABRAHAMS: I
15 understand why the developer would want that.
16 But why would the county think that's an
17 advantage? I would think the county's best
18 position is try to ensure whatever the
19 developer says he's going to do that we lock
20 in amounts. Which I'm glad to see there will
21 be language in regards to a PLA. Because that
22 locks the developer in to negotiating a PLA.
23 If labor agrees that it's a fair PLA then the
24 PLA will come forward and boom, the county is
25 ready to go forward.

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2 However, the CBA seems to be a
3 little discretionary in terms of what the
4 county, what the legislature, what the
5 developer feels is a fair amount.
6 Unfortunately, I think this body hasn't
7 determined, that's collectively, what is a
8 fair amount. I would love to hear what the
9 administration thinks would be a fair amount
10 and then I couldn't get that answer from
11 Mr. Rechler on Tuesday of last week either.
12 So I would love to hear your opinion of what
13 you believe a fair amount is.

14 MS. TSIMIS: What we are looking
15 to do is similarly -- the PLA, although you
16 said it, will be more specific and more clear
17 at this point. That is still also a document
18 to be negotiated or several documents to be
19 negotiated. What we are saying here at this
20 stage in this document is there's going to be
21 one. In the community benefits section all we
22 had in original draft for you is, again,
23 there's going to be one. But we are looking
24 at some language that would spell out a little
25 bit more who would be involved in developing

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2 it and what it would look like.

3 For instance, school district
4 impact. The fire district came up last week.
5 I just think we are going to spell out some of
6 those specific areas and a group of people who
7 will be involved. We think at this point
8 that's the best way to proceed.

9 LEGISLATOR ABRAHAMS: You don't
10 have an amount either?

11 MS. TSIMIS: I don't have an
12 amount, no.

13 LEGISLATOR ABRAHAMS: How can you
14 come before us and not have an idea of what
15 you think an amount would be that you would go
16 into negotiations with subsequent agreements?
17 Do you think that's something fair that this
18 body should consider?

19 MS. TSIMIS: I think maybe we
20 look at relevant. This is an unusual state of
21 a project. We are not at the point of asking
22 you to approve a document or anything going
23 forward.

24 LEGISLATOR ABRAHAMS: I'm not
25 asking you to put an amount into the

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2 agreement. That would be unfair. But I'm
3 asking you for just a general opinion of what
4 you would think is a fair amount and you can't
5 even give me a fair assessment. How can I
6 think that the legislature would actually
7 consider the administration's ability to
8 negotiate a community benefits agreement that
9 has an amount that this legislative body would
10 approve when you can't even give me an amount
11 today?

12 MR. MEYER: I think it's very
13 difficult to come up with an amount today
14 depending on --

15 LEGISLATOR ABRAHAMS: No, no.
16 What do you think is a fair amount? It's a
17 subjective question. It doesn't mean you are
18 actually going to get that amount. I'm asking
19 you what you think is a fair amount?

20 MS. TSIMIS: We are gathering
21 input today. If you tell us what you think is
22 fair amount is --

23 LEGISLATOR ABRAHAMS: Let me
24 state this correctly. You came to this body
25 without even understanding or knowing what an

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2 amount would be that's fair to the community?
3 But at the same time you're thinking that we
4 are giving you authority on the 17th to
5 negotiate that agreement going forward?

6 MS. TSIMIS: In collaboration
7 with representatives of this body and other
8 members of the community. We're not just
9 going to make it up. We are going to have a
10 negotiation.

11 LEGISLATOR ABRAHAMS: I hate to
12 tell you this, you are duly unprepared as
13 pertains to the community benefits agreement.

14 MR. MEYER: So what I would say
15 to that legislator is that it's very dependent
16 on the mix of development that actually
17 occurs. So it's affordable housing or
18 depending on the overall mix, not-for-profits
19 out there, it is very much dependent on the
20 mix of development.

21 LEGISLATOR ABRAHAMS: We
22 understand that. We totally get that.

23 MR. MEYER: And in addition that,
24 you have ultimately say. So if we say in the
25 document you have ultimate say and if you

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2 don't agree with it at the time of the
3 additional -- I'm not clear as to why that's
4 not satisfactory.

5 LEGISLATOR ABRAHAMS: Again, you
6 are bringing up facts which we already know.
7 I asked you a very subjective question. It's
8 an opinion. Based on community benefits
9 agreements working -- Mr. Rechler is working
10 on an agreement I believe in New Rochelle.
11 Has the county done any due diligence to
12 understand how much of a community benefits
13 agreement he is doing in New Rochelle?

14 MR. MEYER: We have reviewed
15 that.

16 LEGISLATOR ABRAHAMS: How much is
17 he spending?

18 MR. MEYER: It's very speculative
19 as to how that is --

20 LEGISLATOR ABRAHAMS: So you
21 don't know? Yes or no question. I just want
22 to make sure I understand.

23 MR. MEYER: It's not a yes or no
24 answer.

25 LEGISLATOR ABRAHAMS: Then you

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2 have an amount?

3 MR. MEYER: No.

4 LEGISLATOR ABRAHAMS: I'm fine

5 with the no answer. I just want to know

6 exactly where we stand. So you do not have an

7 amount?

8 MR. MEYER: That's correct.

9 LEGISLATOR ABRAHAMS: Have you

10 taken a look at any other community benefits

11 agreements that are in the area? Yankee

12 Stadium? Barclays? Have you felt comfortable

13 with those amounts and how would those amounts

14 apply to what the county -- see, I'm feeling

15 like you guys haven't done anything. You're

16 going to propose to us some language, which is

17 great, but that language is going to be

18 completely inadequate. It's not going to talk

19 about anything in terms of making sure the

20 community gets a fair community benefits

21 agreement.

22 Which, I have to tell you, the last

23 time the county had an opportunity to

24 negotiate a community benefits agreement, I

25 believe it was with NEC, the county failed

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2 miserably. Because you had an opportunity
3 when the agreement was opened up and we opened
4 up an opportunity with the state and you chose
5 not to include a community benefits agreement
6 even though you gave more ability and more
7 flexibility to NEC.

8 Now you're coming before us again
9 thinking that we're going to give you that
10 authority because you're saying trust us. I'm
11 sorry to tell you, there's no more trust
12 left. From that standpoint you are going to
13 have to come back to us on the 17th with more
14 than just language. I need to see either a
15 formula or an idea on how you plan to execute
16 an agreement. And I need to see some tangible
17 results of how you're going to get to that
18 number. Because today you're just not there.
19 Thank you. Nothing further Presiding Officer.

20 LEGISLATOR NICOLELLO: Thank
21 you. Just one thing to echo on the PLA. You
22 will be inserting language as you agreed into
23 the amendment, but I think ultimately, once we
24 reach a stage further down the line, we are
25 going to require that the PLA be specific and

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2 it cover all of the different types of trades
3 and all of the different construction units
4 that will be there.

5 MR. MEYER: I understand that.
6 That will be incorporated.

7 LEGISLATOR NICOLELLO: When we
8 make the changes to the amendment but later on
9 it will have to be specific.

10 LEGISLATOR FORD: I might add
11 that the PLA must be signed. Not just the
12 intent of having it signed after making an
13 agreement with the unions.

14 I do want to echo what Minority
15 Leader Kevan Abrahams is saying in regard to
16 the community benefits. I think that in all
17 fairness for next week, for the full leg, that
18 some framework or, I don't know, something be
19 set forth before us as to what would encompass
20 the community benefits and what it intends.
21 Like what you would offer to the community. I
22 think that we have enough time right now
23 perhaps that you could reach out to some of
24 the community leaders, especially the school
25 districts, to get an idea of what they would

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2 require. What they would they like to have.
3 Then that would give you a few ideas of like
4 maybe the amounts. Maybe you can look at
5 percentage. We're talking about \$1.5 billion
6 and Mr. Rechler is not new to any of this. He
7 has developed many, many projects throughout
8 the county, throughout Suffolk County,
9 throughout New York State. There has to be
10 something, a model, that he can use working
11 with communities and working with these
12 projects. It is very, very important.

13 I think we missed it the last
14 time. We trusted and the trust was broken.
15 So, I would have to concur with you that I
16 really think that something has to be set
17 forth before us. You have a very vibrant
18 civic organization, a couple of them I guess,
19 in that area, and I'm sure they probably have
20 a list of what you want.

21 I'm sure when we're moving forward,
22 my concern also is in regard to the PILOTs.
23 We talked about that when we met with -- heard
24 the testimony from Mr. Rechler in regard to
25 that. That's something that has to also be

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2 considered when you are talk about the
3 community benefits, when you want to work with
4 these communities. Let's be honest, that
5 PILOT, while there will be revenue that will
6 be created of a host community, will find that
7 their school taxes, they're not going to be
8 getting as much school tax, county tax as they
9 normally would be without that PILOT.

10 And if there's families that do
11 move in there the cost of educating those
12 students can be very well borne by the
13 communities that provide the schooling. That
14 is something that we have to carefully look at
15 because this should not be an undue economic
16 burden on the residents in that area.

17 MR. MEYER: If I could just say
18 the community benefits agreement is very
19 important to this administration legislator.
20 There's no question about that. It is complex
21 depending on the mix. There will be language
22 that you will see this week that discusses the
23 parameters associated with the community
24 benefits agreement. If it's not acceptable to
25 the legislature we will work based on the

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2 feedback we did receive from Minority Leader
3 Abrahams and we will go back through and take
4 a look at that. I just want to stress, it is
5 very important for this administration. We
6 will work towards that and come up with
7 something.

8 LEGISLATOR FORD: I appreciate
9 that. We've all talked about, you know, the
10 big thing now is we finally have this group
11 that's coming in, we're going to do it right,
12 finally going to get this thing developed.
13 But there are a lot of issues that we are
14 concerned about. And I don't want us to then
15 go like say we'll give the lease to Rechler.
16 This is going to happen. We're hoping that
17 we'll have the PLA. We're hoping we're going
18 to have the community benefits. We're hoping
19 that the PILOT won't be that big. We're
20 hoping this, we're hoping that. And then we
21 think we're moving forward and now we go like
22 18 months from now all of a sudden we find out
23 he's not fulfilling any of these requirements
24 and desires that we have. And then all of a
25 sudden we're not going to pass this and the

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2 deal goes south. And then, I mean, we have
3 not been shy about the things that we want in
4 this area and what we feel is important not
5 only to us but to the communities that we
6 serve.

7 So, I urge you to make sure that
8 you do your due diligence. You have a week
9 and I'm pretty sure that you're able to move
10 forward and get this done.

11 I hope that too that when we talk
12 about this, and I think it was a
13 recommendation made by one of the residents
14 who spoke last week in regard to the fact that
15 we have hotels going in, whatever. But what
16 about a catering hall or convention center. I
17 don't know whether or not it's too late to try
18 to incorporate that into any of these ideas,
19 but I think it was well worth it and I thought
20 it made a lot of common sense. That it is
21 something that when we talk about designations
22 a lot of times people do, when you think about
23 conventions, the Javits Center, everybody goes
24 there. You have Comic Con. All these other
25 great venues. That this may be something that

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2 may work in Nassau County and bring in a lot
3 of other people from all over the country to
4 be able to have meetings and stuff there.

5 In regard to like I know with
6 Northwell, I feel like we're helping a
7 monopoly here but that's just my own personal
8 feeling. I'm hoping though that looking
9 forward and moving forward in regard to Mount
10 Sinai as they have expressed an interest also
11 in building a research center there or
12 whatever, that that is something that they
13 will not be shut out once we move forward. I
14 want to ensure that any other medical group
15 would be able to have the same access to
16 building and providing, you know, having an
17 on-site presence at the Hub. Because I think
18 that diversity really is the key in many
19 ways.

20 My last thing too is I think we
21 have to urge Mr. Rechler that with the housing
22 component. I understand and I like his idea
23 of the apartments for our young people. I
24 live in the city of Long Beach. We have a lot
25 of young people that are moving in there and

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2 they are following that model where they may
3 be renting houses or larger apartments and
4 they have different bedrooms, they rent out
5 bedrooms and then they all have that a common
6 area. So I think it is a model worth
7 following.

8 But we also still have to,
9 especially if he's going to request PILOTs for
10 the housing, the law really requires a lot of
11 it to be affordable. And I really think in
12 some instances we really have to take a look
13 at what we define as affordable and maybe make
14 some adjustments. I think those rents in some
15 cases should be lowered dramatically.

16 I think that's it. But I think you
17 understand our feelings on some of these
18 issues, and I'm going to really be firm on
19 this because I think it's about time.

20 LEGISLATOR KOPEL: Mr. Gaylor.

21 LEGISLATOR GAYLOR: Thank you
22 Deputy Presiding Officer Kopel. Just very
23 briefly, back on one of the slides, I believe
24 it was the slide that said initial and final
25 requirements or project conditions and you

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2 laid out the time lines. I believe, if my
3 memory serves me correctly, Mr. Rechler
4 testified that he thought he would have Town
5 of Hempstead approvals in less than 24
6 months. But I note that we put such
7 governmental approvals in the 30 to 36 month
8 period after the initial required project
9 submissions. If Mr. Rechler thinks he can get
10 the Town of Hempstead and other jurisdictional
11 approvals in the next 24 months why are we
12 giving him an extra three years, taking this
13 out to five years possibly, before we would
14 start with the shovel in the ground?

15 MR. MEYER: I'm sorry. That's my
16 mistake based on the way I drafted the slide
17 to say it's an additional six months and then
18 an additional six months after that for a
19 total of 36 months. You're right about that.
20 What it is is they are required to get the
21 initial required project conditions satisfied
22 within the first 24 months. If they do that
23 they get an automatic six month extensions to
24 get the final required project conditions. If
25 at that point they have not met those final

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2 project conditions, including -- so they'd
3 have an additional six months to get those
4 town approvals, if they don't have that done
5 they can put up a million dollars in escrow
6 and they would have an additional six month
7 period at that point for a total of 36
8 months. I'm sorry it's not in addition to
9 that. Then if they don't have it within the
10 36 months then the million dollars comes to
11 the county.

12 LEGISLATOR GAYLOR: Then the
13 million dollars is forfeited?

14 MR. MEYER: Forfeited, yes.

15 LEGISLATOR GAYLOR: Following up
16 on IDAs. Mr. Rechler was a little ambivalent
17 on whether he was or wasn't or for the entire
18 project or one building or many buildings or
19 for this or for that. Whether he was going to
20 seek IDA support in the form of a PILOT and
21 some kind of I guess leveling of the tax rates
22 going forward for some period of time. You've
23 heard this body's concerns about IDAs and
24 we've all read about the history of PILOTs,
25 failed PILOTs here in the county that have had

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2 significant impact on the taxpayers over the
3 last couple of years to the detriment of the
4 taxpayer.

5 So, in accordance with this Section
6 54 of the agreement that states the county
7 legislature gets the final approval, are we
8 also going to be the final approval for any
9 IDA requests that goes forward?

10 MR. MEYER: Depends on the timing
11 of that. Obviously it goes to the IDA, which
12 is a separate and independent body, as to what
13 they would provide. It depends on the timing
14 of that and what they would have, I believe
15 within this period of time if the legislature
16 so required that the IDA approvals could be
17 obtain prior to it coming to this body for
18 ultimate approval.

19 LEGISLATOR GAYLOR: Wouldn't it
20 make sense for the benefit of the county and
21 for our taxpayers to ensure that we put some
22 kind of language in there that brings that
23 back before the county legislature for final
24 approval before or one, that we are informed
25 but the public is also informed. And Section

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2 54 mandates that we are the final approval
3 authority on any agreement that impacts
4 finances or construction or procurement,
5 whatever it may be. I would think that is a
6 mandatory requirement that already exists by
7 the language of Section 54.

8 MR. MEYER: It's an excellent
9 point and we will take a look at that and we
10 will look to incorporate that after we look it
11 at prior to coming back to this body.

12 LEGISLATOR GAYLOR: Finally, I
13 guess my last point has to do with the CBAs.
14 If you can't come up with a dollar amount or
15 very specific, and I can understand the
16 Minority Leader's points and especially
17 understand it since this falls within his
18 district so he would like to know what dollars
19 are flowing into his district, you should be
20 at least prepared to discuss what the areas
21 are. What's the impact going to be from a
22 health medical standpoint? What's the impact
23 or benefit to be provided regarding Ambulance
24 Service Bureau.

25 This is a huge project with 500

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2 units of housing. I'm not sure how
3 Mr. Rechler defined it because he was a little
4 bit uncertain himself about what a unit
5 means. But my understanding was a unit
6 consists of at least six single resident type
7 occupancy rooms to be rent out. So you're
8 talking about a huge impact that's going to be
9 put on county resources, like the Ambulance
10 Service Bureau, without any benefit coming to
11 them. Same with the fire department, the
12 school. Schools not so much. My colleagues
13 sometimes have different opinions on this but
14 a PILOT, even if there was a PILOT and it was
15 paid to the school district, that would be
16 equivalent of what the taxes would be and the
17 school district is made whole whether you call
18 it a PILOT or a tax. It may be limited at
19 some level or capped at some level. But these
20 kinds of areas, fire, police, medical, school
21 district, all need to be given a lot more
22 thought by the administration before you come
23 back to this body and make your next
24 presentation.
25 Thank you Minority Leader. I'm

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2 looking over that way. Deputy Presiding

3 Officer Howard Kopel thank you.

4 LEGISLATOR NICOLELLO: Legislator
5 Rhoads.

6 LEGISLATOR RHOADS: Thank you in
7 this case chairman. Just a couple of
8 follow-up questions on some of the points that
9 have been raised quite eloquently by many of
10 the other legislators.

11 Just again with respect to
12 Mr. Gaylor's point with regard to the
13 Ambulance Service Bureau and the volunteer
14 fire fighters. It actually does place a
15 tremendous demand on the resources of those
16 entities. But in terms of the Ambulance
17 Bureau, we would rather have that business so
18 to speak than not have that business. With
19 such a large portion of it being devoted to
20 research and development and with Northwell
21 Health being announced as the anchor tenant,
22 they do have their own ambulance company. I
23 would like to see in some sort of final
24 agreement that it would be easy for them to
25 simply contract with Northwell and shut us out

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2 of the process. There should be some
3 protections to the Ambulance Bureau to make
4 sure we are getting that work for our people.

5 And to the extent that they use
6 volunteer ambulance companies in that CBA, you
7 should consider either our volunteer fire
8 fighters or volunteer ambulance companies and
9 potential benefits that could be given to
10 them.

11 I know you indicated -- the
12 Presiding Officer asked questions with regard
13 to the RFEI process. I know you indicated
14 that the Hub Advisory Committee didn't have an
15 opportunity to screen any of the responses
16 that were received to the RFEI. Was there a
17 particular reason for that?

18 MS. TSIMIS: No. Only that I
19 think the intervening act by BSE Global, which
20 came like three or four days after we closed
21 the RFEI, they told us by letter that they
22 were planning to exercise their rights.
23 Things moved very quickly from like I
24 mentioned the parallel tracks of our process
25 and BSE's process and then in mid-August it

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2 all came together. We have a duty under the
3 lease to these negotiate with Brooklyn
4 Sports. The RFEI still sits out there and the
5 responses that we received. But the
6 announcement by Brooklyn Sports that they
7 wanted to negotiate with us brought that up to
8 the forefront.

9 LEGISLATOR RHOADS: Certainly
10 Northwell is a wonderful organization. How do
11 we know that we are getting from the county's
12 perspective the best bang for the buck, pardon
13 the phrase, if we never consider anything that
14 was brought in through the RFEI as part of
15 this process? And do we share that
16 information with BSE, do we share the
17 information with RXR, as to what other
18 possibilities are out there? Or are we simple
19 accepting the foregone conclusion that they've
20 chosen Northwell so we have Northwell?

21 MS. TSIMIS: Actually, we did
22 facilitate a meeting between Rechler and
23 Brooklyn Sports and Mount Sinai as well and
24 other meetings were facilitated at the request
25 of the respondents. So where respondents of

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2 the RFEI wanted to meet with the developer we
3 made that happen. So there have been some
4 conversations.

5 But as I mentioned in the case of
6 the anchor tenant, the conversations with
7 Northwell moved more quickly. Separate from
8 the RFEI process but they did not respond.
9 But we think that in the interest of moving
10 forward with something exciting, getting the
11 anchor tenant, getting the parking money, it's
12 a great, exciting project for the county and
13 we are very supportive of it.

14 LEGISLATOR RHOADS: No question.
15 We want to make sure that the project moves
16 forward as quickly as possible. We don't want
17 to do so at the expense of perhaps making sure
18 we're doing our due diligence in terms of
19 making sure we have the best deal for the
20 residents of Nassau County in place as well.
21 How many of those meetings did actually take
22 place?

23 MS. TSIMIS: I would say a
24 handful of meetings, five or six I would say
25 with potential -- we should go back. Because

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2 obviously Brooklyn Sports was having its own
3 meetings with potential partners. So there
4 was overlap, as I mentioned before, in both of
5 the categories of the live, work, play
6 district folks who responded, which would
7 include Rechler and other major developers of
8 which you probably can name a few, you would
9 know who in Nassau and Suffolk County would
10 propose something, some of those folks met
11 with BSE separately. And then some of the
12 more narrow proposals, a few retail players,
13 like I said Mount Sinai, folks with more
14 narrow interests, they either had met with
15 Brooklyn Sports or we facilitated a meeting
16 with Rechler afterwards. Depending on the
17 specific circumstance.

18 LEGISLATOR RHOADS: The meetings
19 with Brooklyn Sports were before Rechler was
20 brought into the process?

21 MS. TSIMIS: Yes. They've been
22 meeting with potential partners on the retail
23 side on all sort of major master developers
24 I'll call them, like RXR is, but also more
25 narrow folks. I think they interview quite a

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2 few national players on the retail idea.
3 Because obviously Brooklyn Sports is extremely
4 engaged, as you heard, in the idea of getting
5 people to the site all the time, not just for
6 a game or a concert. They want people to come
7 and eat something and stay and enjoy
8 themselves and they've been trying to open up
9 public spaces. So they interviewed quite a
10 number of firms. I actually don't know
11 everyone that they interviewed.

12 LEGISLATOR RHOADS: Shifting for
13 a little bit because you brought up RXR. Did
14 the administration participate at all or
15 assist in facilitating the relationship that
16 eventually emerged between RXR and NEC?

17 MS. TSIMIS: No.

18 LEGISLATOR RHOADS: That's simple
19 something --

20 MS. TSIMIS: Like I said, I think
21 Mr. Yormark discussed the other day that they
22 had been planning to exercise their rights.
23 They were conducting meetings. We knew that
24 they were but we were not involved in those
25 conversations directing them or even getting

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2 frequent updates. We didn't get updated on
3 their meetings. We kept moving along. We
4 were doing our best during the course of this
5 year to get this project off the ground. We
6 felt that the RFEI process was the best way to
7 sort of see what was out there.

8 LEGISLATOR RHOADS: Ultimately we
9 really weren't able use the RFEI process for
10 much other than presenting potential suitors
11 to BSE as it turned out.

12 MS. TSIMIS: It was a delicate
13 balance. The county, the lawyers can speak to
14 this better than I can, but the way our
15 Section 54 lease is written, and that is what
16 this administration inherited, our hands are a
17 little bit tied. It's not a blank slate.
18 It's not a we put out an RFP and asked for the
19 moon and get the stars. We had certain
20 parameters which we had to work within and we
21 tried to sort of spur some excitement. If you
22 had to write an RFP that reflected the lease
23 rights it gets a little tricky. They have
24 quite a bit of say over what happens on the
25 land around the Coliseum that they have a very

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2 long term lease to.

3 It was a balancing act on our part
4 to try to encourage some movement, keep
5 ourselves ready as an insurance policy if you
6 will. If that didn't move forward with
7 Brooklyn Sports choosing a partner we would be
8 ready. Maybe we would pivot to an RFP. That
9 RFP, again whoever we select we'd have to
10 encourage to work collaboratively with them or
11 we would be in lawsuits and be delayed again.
12 We were really trying to do something that
13 moved us forward with the realities that we
14 have been given.

15 LEGISLATOR RHOADS: Would the
16 RFEI process have been more public were it not
17 for the fact that BSE stepped in to exercise
18 their rights?

19 MS. TSIMIS: I think that the
20 county attorney's judgement was that the RFEI
21 process was essentially part of the ongoing
22 procurement for the Hub. And typically in a
23 procurement the county doesn't make the
24 responses public during that process.

25 LEGISLATOR RHOADS: Even to the

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2 legislature?

3 MR. MEYER: That's correct.

4 MS. TSIMIS: We did share with
5 counsel, both counsels, majority and minority,
6 had an opportunity to view the 17 responses
7 that came in. So they're familiar with the
8 list.

9 LEGISLATOR RHOADS: We can
10 actually view the responses themselves?

11 MS. TSIMIS: We had let counsel
12 review them in private in my office.

13 LEGISLATOR RHOADS: Just so I
14 understand the process, our release of the
15 RFEI was to enlist proposals or was it also
16 sort of a poke at BSE to get them to move.

17 MS. TSIMIS: Your words but it's
18 fine.

19 LEGISLATOR RHOADS: Dual
20 purpose?

21 MS. TSIMIS: Dual purpose.

22 LEGISLATOR RHOADS: Just in terms
23 of the timing. Obviously there may be, we
24 don't know ultimately whether there is going
25 to be litigation with specifically the plaza

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2 portion of the property, how would that factor
3 into the time lines that have been proposed,
4 initial required project conditions within 24
5 and final project conditions within 30 to 36?

6 MS. TSIMIS: We are not aware of
7 any litigation.

8 MR. MEYER: Potentially it would
9 be a force major event to provide additional
10 time to meet these obligations in these time
11 lines. On the plaza side it would be
12 difficult I believe because the county had the
13 absolute right to terminate that agreement
14 after a certain point and no one but Forest
15 City Ratner had the right to develop that site
16 at the time. So we don't anticipate on the
17 plaza any litigation.

18 LEGISLATOR RHOADS: Has there
19 been because I know that in our hearing there
20 was an issue with respect to Forest City
21 Ratner and their relinquishing their rights or
22 transferring their rights. Has that been
23 accomplished at this point or is that still in
24 process?

25 MR. MEYER: On the change of

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2 control? That's in the process.

3 LEGISLATOR RHOADS: Much better
4 phrase than mine. That's still in the
5 process?

6 MR. MEYER: That's in the
7 process. Upon this body's approval of that
8 then that would be consummated at that time.

9 LEGISLATOR RHOADS: Okay. So you
10 don't anticipate at the time the full
11 legislature considers this that that agreement
12 would have already been executed? The only
13 reason I'm asking is because there is, maybe
14 hyper technical, but there is a concern that
15 we are actually negotiating with someone that
16 at this point doesn't actually have the rights
17 to enter into an agreement. Technically those
18 rights belong to Forest City Ratner still.

19 So, maybe we're kind of putting the cart
20 before the horse, not that I'm looking to slow
21 things up at all, but perhaps that portion of
22 it should be nailed down before we actually --

23 MR. MEYER: And that will and
24 there's nothing to preclude us from doing that
25 and making sure the change of control actually

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2 occurs prior to the county executive, with
3 your approval, executing the document. If it
4 is consummated at the time, it doesn't all
5 have to happen at the same time, if you
6 approve the change of control that can happen
7 first and then the county executive can
8 execute this document subsequent to that.

9 LEGISLATOR RHOADS: Obviously you
10 are aware of the potential issue?

11 MR. MEYER: Yes.

12 LEGISLATOR RHOADS: I have no
13 other questions. Thank you.

14 LEGISLATOR NICOLELLO: Legislator
15 DeRiggi-Whitton.

16 LEGISLATOR DERIGGI-WHITTON: All
17 in all I'm hoping everything goes forward
18 also. But I have to say just looking at some
19 things it seems like we're doing a few things
20 backwards almost. First of all, we're going
21 to be entering into this agreement to approve
22 the plan, yet we don't have any idea as far as
23 lease goes what the payments are going to be.
24 If we approve the plans and then we ask about
25 the payments aren't we sort of putting

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2 ourselves in a bad negotiating or do you have
3 an idea of the payments?

4 MR. MEYER: What it would be is
5 just a very preliminary document. As I
6 started off by saying, this development plan
7 agreement it doesn't set the economic terms.
8 There will be additional project documents
9 that will contain all of that. So we will
10 know what the financial terms are once the mix
11 starts to develop for each phase. Depending
12 on what is being developed, then we will see
13 what the financial terms are. Is it a lease?
14 Is it a sale of the property? How exactly it
15 will be formulated and what's going to be
16 built at the time? Housing? Retail?
17 Office? All of that is going to impact the
18 economic terms and financial terms that would
19 being negotiated and what the county should be
20 receive something as a result of that. That's
21 all to be determined. That's why we have this
22 24 to 36 months to work out all of those
23 details.

24 Because as of today you don't have
25 the conceptual master plan, the site plan,

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2 anything like that. Without this document,
3 developer can't move forward in any fashion.
4 Doesn't have standing to go to the town. So
5 all of that will be developed. And based on
6 the valuable feedback that we received at the
7 last hearing, we are building in language that
8 the developer comes back to this body and
9 gives regular updates. So they have plenty of
10 input in connection with that.

11 LEGISLATOR DERIGGI-WHITTON:
12 Again, we are deciding on a developer before
13 we're sure what we are developing and then
14 we're going to talk about the financial
15 impact. I would think that maybe we should
16 come up with the financial decisions before we
17 rule out any other developers so we can
18 negotiate that.

19 MR. MEYER: It's a little bit
20 different on this. As we said it's not a
21 blank slate. This isn't just a vacant piece
22 of property. I would agree 100 percent if it
23 was a vacant piece of property and we conduct
24 an RFP, see who can go in there and provide
25 the best financial benefit to the county.

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2 Under this current scenario based under
3 Section 54, based on the fact that this tenant
4 has site control for the next 49 years they
5 need that property in order to operate the
6 Coliseum. If we take their spaces away they
7 would say we are materially adversely
8 impacting their ability to operate the
9 Coliseum. That's why the parking garage is
10 critical. They are required under the initial
11 required project conditions to go out and get
12 the funding secured for the parking garage.
13 Then they would be unlocking the rest of the
14 site.

15 LEGISLATOR DERIGGI-WHITTON: My
16 interest is the county as I hope is yours.
17 Just looking at this in a methodical way, we
18 really want to negotiate in the best standing
19 that we can. By boxing ourselves in to this
20 developer, this plan, and then talking about
21 the financial end of it, the county really
22 needs to protect itself financially to ensure
23 that we get the best deal.

24 MR. MEYER: That's our interest
25 as well from this side is to go forward. Back

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2 in 2013 the procurement was conducted to do
3 this. This body unanimously approved that.
4 And it included this Section 54 because they
5 have site control. We can't lease them
6 something and then go in there and take it
7 away from them at that point. It's not to the
8 county's advantage financially and it's not to
9 their's. They have rights under this and it's
10 difficult to do it that way.

11 LEGISLATOR DERIGGI-WHITTON:
12 Prior questions did mention we entered into an
13 agreement with Mr. Ratner and now he's gone
14 and now this other group is in there and
15 they're going to be the ones who are
16 negotiating with the county.

17 MR. MEYER: We understand that
18 concern.

19 LEGISLATOR DERIGGI-WHITTON: The
20 other point I want to make, I'm very happy to
21 hear this body's concern with PILOTs. I have
22 to admit, coming from the City of Glen Cove,
23 we're in a real tough situation there. It's
24 going to be a 40 year PILOT. \$400 million by
25 the time we're done. People didn't even know

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2 what PILOTs were. Now they do. Unfortunately
3 Glen Cove is strapped financially for a number
4 of years for that. I'm glad that the county
5 is -- we're aware of this situation. I did
6 hear that all the commercial entities in this
7 property will not be subject to a PILOT. Do
8 you know if that's the case?

9 MR. MEYER: No. I have not heard
10 that. I don't believe that's the case.

11 LEGISLATOR DERIGGI-WHITTON: The
12 county attorney I think said that all
13 commercial properties would not be subject to
14 a PILOT. That's not on the record? That's
15 not true?

16 MS. TSIMIS: Legislator, I think
17 the issue for the administration is the
18 financial terms and for all of us I think we
19 are all on the same page about how important
20 those are. And the fact that this is going to
21 be a balance of what we look for in rent or
22 sale, right? Then there's also going to be
23 putting land that's currently not generating
24 any taxes and have it generate some taxes. I
25 think it's going to be something we have to

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2 developed but we need to do it in a way that
3 makes sense and we can't do it all at once
4 because of the way this property is.

5 LEGISLATOR DERIGGI-WHITTON: I
6 just don't like that tone of we're not getting
7 any taxes now so be happy with what we get.
8 We want to watch that because that's what
9 happened in Glen Cove and it's just not the
10 right -- again, it's not the strong standing
11 of where we should be negotiating for the
12 county.

13 MS. TSIMIS: I don't think I said
14 that and I apologize.

15 LEGISLATOR DERIGGI-WHITTON: You
16 just said it's not on the tax roll. It's not
17 but it's a great piece of property.

18 MS. TSIMIS: It has tremendous
19 potential.

20 LEGISLATOR DERIGGI-WHITTON: I'm
21 getting that feeling that oh, we have to
22 see -- no. We should be the ones who are
23 going in and saying we are going to give you
24 this incredible opportunity. What are you
25 going to do for us? And we want to see the

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2 financial. More than anything else it's the
3 financial end of it.

4 MS. TSIMIS: I'm not sure if this
5 gives any comfort but these are negotiations.
6 This started in August and we come to you in
7 December with a plan to get started. The
8 development team wanted certain things and we
9 wanted certain things. That's the way this is
10 going to continue to go. We prioritized
11 getting the state funding, getting the parking
12 garage built, getting a transformative
13 tenant. Those are priorities for the
14 administration because we have all been
15 talking about for a long time, actually before
16 this administration got here, yet we haven't
17 been able to get it done.

18 LEGISLATOR DERIGGI-WHITTON:
19 Mainly because of the zoning issues which we
20 still have. We appreciate your efforts to
21 kind of focus.

22 MS. TSIMIS: Move the ball forward
23 a little bit here.

24 MR. MEYER: Just to clarify if I
25 may. Any commercial or retail that's built on

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2 this site will be taxable.

3 LEGISLATOR DERIGGI-WHITTON: And
4 will not be subject to a PILOT?

5 MR. MEYER: It depends. They
6 have that ability to go but it's taxable.

7 LEGISLATOR DERIGGI-WHITTON: I
8 understand it's taxable. I was told -- maybe
9 I was given the wrong information -- that it
10 would only be the housing aspect. That was
11 kind of said on the record last time.

12 MR. MEYER: I'm not sure there
13 was a misunderstanding about that. We have to
14 go back and listen to that.

15 LEGISLATOR DERIGGI-WHITTON: It
16 was definitely said in the private meeting
17 that it would only be the housing.

18 Then just one last thing. I'm
19 concerned, I know it's Legislator Bynoe's
20 district and Legislator Abrahams also has
21 expressed this interest with the community
22 development, it's not like we are reinventing
23 wheel. If we go back and look at the formula
24 Barclays did at least we could see
25 approximately what should be in the ballpark.

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2 I think that would be the way to start. To
3 say we have no idea we've got to wait, we've
4 got to be aggressive on this and we have to be
5 the ones who push it. Because if we don't
6 we're going to get what we got the last time
7 which is a big zero.

8 MR. MEYER: No question. We
9 understand.

10 LEGISLATOR NICOLELLO: Legislator
11 Bynoe.

12 LEGISLATOR BYNOE: Thank you
13 Presiding Officer. Good night. I'm going to
14 start with the CBA and I'm not going stay
15 there long. As it is, it's definitely in
16 Legislative District Two, which I represent,
17 but Legislator Kevan Abrahams and I believe
18 Legislator McKeivitt has residents that are in
19 closer proximity based on where their lines
20 are drawn. But I do have residents that
21 obviously would be impacted in the event there
22 was a PILOT within the school district.

23 I know that Legislator Gaylor has
24 stated that there is no impact or he believes
25 there's minimal impact within the school

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2 district. I think it is because when other
3 people have to pick up the burdens of the
4 school district's taxes I think they get
5 annoyed by that.

6 But for the CBA I would say you
7 heard us clearly. We're going to need
8 evidence that the administration is invested
9 in this CBA process and we will only have
10 evidence of that when we have a working
11 document that's fluid. That has some ability
12 of having some things inserted and modified
13 over time and it's going to be birthed out of
14 the community engagement, the conversations
15 with the community.

16 BSE and RXR have stated that
17 they've started that process, having these
18 conversations. I would implore the county
19 administration to make sure that there is a
20 representative at every one of those meetings
21 so that we are getting the feedback. And I
22 would like that any feedback that was received
23 to this point from BSE and RXR be put together
24 in a document and be provided to the
25 administration and to this body so we can read

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2 what they're hearing out there. I think it's
3 important.

4 I'm going to move off of the CBA.
5 I want to clear up one other thing. It's the
6 anticipation of the county and suspect the
7 town at some point that these roads will
8 become under the governance of the town,
9 dedicated to the town. Am I correct? The
10 roadways and proximity of the Coliseum and the
11 residential areas.

12 MR. SALLIE: The roads that are
13 located within the 72 acre site are currently
14 county property. They're not mapped roads.
15 As far as the development plan is concerned or
16 the development proposal, that would have to
17 be hashed out whether those roads will remain
18 in, quote unquote, private ownership or under
19 the jurisdiction of the developer or turned
20 over to the county or dedicated, as you
21 mentioned, to the town.

22 LEGISLATOR BYNOE: We will
23 definitely have to discuss that as we move
24 forward based on ambulance and fire service.
25 Thank you.

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2 So I want to move on to the IDA or
3 any kind of PILOT. I currently work in the
4 field of housing. Specifically public
5 housing. None of the public housing
6 properties that I have managed directly as an
7 employee of an agency or indirectly as a
8 commissioner of an agency would have been able
9 to operate and sustain without a PILOT. So I
10 am not against PILOTs. What I am against is
11 PILOTs being provided to entities that don't
12 have a need for it.

13 Properties that are being developed
14 for affordable housing that will have the
15 commercial space, retail space, that will then
16 supplement the rent revenue of the lower rent
17 that will be derived from those units should
18 make up for it. That's the supplement right
19 there. So they really shouldn't need a
20 PILOT. It's those properties that don't have
21 that commercial base, the retail base that
22 needs the PILOT to supplement the operation of
23 the entity based on the lower rents that they
24 are receiving.

25 So I really think that we should be

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2 considering into this lease agreement that
3 that affordable housing there will not be
4 developed using a PILOT. I believe that
5 PILOTS get a bad rap. I believe
6 municipalities, developers and IDAs have to be
7 partner in reimagining how PILOTS are
8 perceived by our communities. If we keep
9 giving PILOTS to entities that don't need
10 PILOTS we are going to continue to make PILOTS
11 a bad word. It's equivalent to a four letter
12 word in some communities at this point.

13 At this point I behooves this and
14 implore this administration to make sure that
15 they understand they're building out
16 commercial space. They have their
17 supplemental income built into their
18 development.

19 I also wanted to ask if Mr. Sallie
20 could walk us through -- you mentioned you're
21 not sure what the roadways, whether they will
22 be private, county, town. I know some of that
23 has to be hashed out down the road but if you
24 could give us some level of a framework of
25 what a time line looks like.

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2 MR. SALLIE: Specifically for the
3 development of the site?

4 LEGISLATOR BYNOE: Yes, please.

5 MR. SALLIE: The first step is
6 essentially for the developer to take an
7 application, a petition for a conceptual
8 master plan and site plan approval from the
9 Town of Hempstead. That submission triggers
10 two things, the review of the conceptual
11 master plan. And I know that we've thrown
12 that term around. When the Town of Hempstead
13 rezoned the Coliseum property in 2011 it
14 rezoned it to a planned development district,
15 a PDD, and they called it the Mitchel Field
16 mixed used zone.

17 In the procedure section they
18 specifically required the submission of a
19 conceptual master plan. The purpose of that
20 is to ensure that as pieces of this zone are
21 developed it is done in a complementary way to
22 the rest of the zoning district.
23 Understanding that the district would be built
24 out over time.

25 Every time a new applicant comes in

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2 he or she needs to submit a conceptual master
3 plan. For an example, when Memorial Sloan
4 Kettering -- let me back up. When NEC
5 submitted their plans for the Coliseum they
6 submitted a conceptual master plan. Then they
7 received approvals for the Coliseum. When
8 MSK, Memorial Sloan Kettering, came in they
9 had to submit an amended conceptual master
10 plan and they did so and their site plan.

11 Under this program the developer
12 would submit a revised conceptual master plan
13 depicting what's existing on the site. What's
14 been built thus far. How they foresee the
15 entire site being built out. Whether they
16 plan on building out the site or not. And
17 then indicate what they're planning to develop
18 in phase one. That would be represented in a
19 site plan application. That all goes to the
20 town board at the Town of Hempstead. They
21 review that for compliance with the code and
22 then approve or not approve.

23 As part of that review SEQRA comes
24 into play. The State Environmental Quality
25 Review Act. Many of the things that were

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2 discussed this afternoon with respect to
3 emergency access and infrastructure and roads
4 would be vetted in other parts of the review
5 but particularly in the SEQRA review. So,
6 there's a fairly detailed analysis of whether
7 or not the additional development would
8 require additional emergency apparatus, fire
9 trucks et cetera. That all gets vetted.

10 If there is a need for additional
11 infrastructure or services that is sort of
12 baked in as mitigation. And that has to be
13 settled or determined before approvals can be
14 issued.

15 Once those site plans or once the
16 site plan is approved the project documents
17 can in a sense be finalized around what that
18 development will like look and then all of
19 that comes back to the county legislature,
20 this body, for approval. At that time you
21 will, in essence, see what is proposed in
22 detail for the site.

23 LEGISLATOR BYNOE: Thank you very
24 much. So I just want to add one other thing.
25 I've long been saying that this is an

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2 opportunity for us to generate some economic
3 opportunities for tourism and it really should
4 be looking at this site to do so so that we're
5 not so dependent on our regional economy. In
6 some of the discussions that I had with RXR
7 and BSE I suggested, I failed to put it on the
8 record during this last hearing was that I
9 really would like them to look at who we are
10 in terms of the Hub. In the sense of what are
11 we known for historically? So it's aviation.
12 It's one of the things that Long Island
13 regionally we have wine country out east. And
14 then most recently I spoke to someone who came
15 up to me and said why aren't we considering
16 that space for the Long Island Hall of Fame?
17 I think it's a great idea. We really need to
18 consider those things.

19 Mr. Rechler gave me some
20 confirmation that he agreed and he mentioned
21 they were thinking of a tourism piece now.
22 But he did say he would talk to JetBlue and
23 some of the airline hubs that are here in the
24 New York area. And I think we need to really
25 put their feet to the fire to make sure that

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2 we have something that is really going to be
3 state of the art and it's going to be
4 beneficial to this community and the local tax
5 base.

6 MS. TSIMIS: Great ideas. Thank
7 you.

8 LEGISLATOR BYNOE: Thank you very
9 much.

10 LEGISLATOR NICOLELLO: Legislator
11 Solages.

12 LEGISLATOR SOLAGES: Good
13 evening. Thank you so much for your
14 presentation. I appreciate that. Just a
15 couple of questions. You talked about the
16 SEQRA process and after the SEQRA process
17 isn't it correct that you would then release
18 an environmental impact study?

19 MR. SALLIE: Right off the bat
20 there is a requirement for environmental
21 impact statement isn't a sure thing. The Town
22 of Hempstead prior to adopting the zoning
23 district in 2011 they conducted an
24 environmental impact statement review and
25 concluded or finalized that process with a

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2 SEQRA finding statement. So any subsequent
3 action in terms of the potential adverse
4 impacts have to be within the threshold
5 analyzed as part of the town's review back in
6 2011.

7 LEGISLATOR SOLAGES: So we're
8 going to rely on a study from 2011?

9 MR. SALLIE: No, no, no. What
10 happens when a development proposal is
11 submitted along with the actual petition is an
12 environmental assessment form. In this case
13 it would likely be what they call a long
14 form. Which is five or six, it's longer than
15 that, ten pages that outlines the project.
16 Then the potential for adverse impacts. When
17 that environmental documentation, the
18 environmental assessment form is submitted to
19 what they call a lead agency, the lead agency
20 would review that and determine okay, are
21 there potential for significant adverse
22 environmental impacts or not? It can go two
23 ways.

24 One, if there isn't a potential for
25 a significant environmental impacts you can

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2 issue a positive declaration. That would then
3 trigger a new environmental impact statement.
4 If there isn't a potential, it's called a
5 negative declaration, you essentially conclude
6 the environmental review process. That
7 doesn't mean that all the environmental issues
8 would be vetted during the SEQRA process,
9 whether it's an impact statement or not,
10 there's a lot of discretion that's provided to
11 the lead agency to ensure that the
12 environmental impacts are vetted and
13 mitigated.

14 LEGISLATOR SOLAGES: Who is the
15 lead agency here?

16 MR. SALLIE: For the site plan
17 application, the town, having the jurisdiction
18 over zoning, the town would be lead agency.
19 In the event there is a subdivision
20 application or the creation of tax lots, the
21 county planning commission would likely be the
22 SEQRA lead agency. There are many agencies or
23 based on the approvals that are required there
24 are opportunities for the identification of
25 lead agency in vetting of environmental

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2 impacts.

3 LEGISLATOR SOLAGES: You're not
4 anticipating any adverse impact here?

5 MR. SALLIE: I'm not sure. That
6 has to be vetted as part of the environmental
7 review.

8 LEGISLATOR SOLAGES: Perhaps the
9 water table is not as deep as we thought it
10 would be and as far down and when you're
11 building those parking garages there's a
12 possibility of contamination. Is that
13 possible?

14 MR. SALLIE: It can always be
15 possible. Before you construct you need to
16 take borings. You need to know what's under
17 the ground. In that sense if there are any
18 potential contaminants that would have to be
19 addressed through remediation. I'm not saying
20 there are but just procedurally water, sewer,
21 storm water, all of those issues need to be
22 vetted as part of the environmental review
23 process.

24 LEGISLATOR SOLAGES: Has there
25 been any investigation into those issues you

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2 just listed?

3 MR. SALLIE: There's been
4 extensive review of the site. There have been
5 phase one environmental site investigations.
6 Those investigations and those findings are
7 all public as part of the 2011 environmental
8 impact review on behalf of the town. Actually
9 when Nassau Events Center proposed the
10 Coliseum, and at the time their 188,000 square
11 foot of development, plaza development, this
12 was circa 2014, those studies were updated and
13 also submitted to the town. All those
14 documents are public.

15 LEGISLATOR SOLAGES: Understood.
16 During that last possibility I guess of the
17 Lighthouse Project there was consideration to
18 extending the Meadowbrook Parkway for traffic
19 issues, traffic concerns. Have you considered
20 that?

21 MR. SALLIE: The finding
22 statement that the town issued in 2011 they
23 based issued that on their scaled down zoning
24 district. The zoning district that was
25 adopted. They indicated very specifically for

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2 a full build out on the site the traffic
3 mitigation that would need to be provided to
4 accommodate the full buildout based on the
5 zoning districts. I don't believe it included
6 extending the Meadowbrook Parkway. There were
7 turn lanes that were proposed within the
8 area. Signal timing, additional signals,
9 right turn lanes, left turn lanes. But an
10 expansion of the Meadowbrook Parkway, I don't
11 believe that was concluded as part of the
12 environmental documentation.

13 LEGISLATOR SOLAGES: As an issue
14 of PILOTs, in my community, the Elmont, Valley
15 Stream community, there was a PILOT agreement
16 that shocked my community because no notice
17 was provided to that community. The community
18 leaders and I organized and mobilized to make
19 sure that this wouldn't happen again to our
20 community and elsewhere. We're thankful now
21 that there are certain notice requirements.
22 In going forward, I humbly ask that you reach
23 out to the Uniondale community and to the
24 surrounding communities and provide to them
25 more than sufficient notice. I think people

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2 are understanding and as long as they have
3 notice they can agree or disagree on the
4 ramifications of what you're asking for.

5 MS. TSIMIS: If I may --

6 LEGISLATOR SOLAGES: What is your
7 plan on providing notice?

8 MS. TSIMIS: The Nassau County
9 IDA, which is a state authority does have a
10 board. There are some new appointees to that
11 board. The legislature approved. They
12 announced a number of new transparency
13 measures that the county executive called
14 for. One of the main ones was clearer notice
15 of public meetings of the board itself. Also
16 of hearings. And that's been a real priority
17 of our administration even though it's a
18 separate entity, to make sure they are
19 absolutely noticing communities. In fact, the
20 chairman of the IDA, Richard Kessel,
21 personally calls legislators or counsel
22 members. I don't know if any of you had a
23 project in your district but, I hope I'm going
24 to be proven true, but I know he makes a lot
25 of calls to say that there's a public hearing

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2 coming up. But they are in the process of
3 revamping some of their policies to make sure
4 that happens.

5 LEGISLATOR SOLAGES: I supported
6 those initiatives. Very glad for that. At
7 least certain officials will receive notice.
8 But beyond that, going out into the community
9 and reaching out to the community to make sure
10 that people know that for housing there may be
11 a PILOT benefit granted. And especially those
12 who love and support public education, they're
13 going to want to make sure if more students
14 are going to their school district they at
15 least ought to have a say in these issues.

16 Do you have any specific plan
17 beyond reaching out, besides the obligation,
18 the already proven obligation of the IDA, to
19 provide notice? Do you have any other plan in
20 terms of providing notice to the community on
21 this issue?

22 MS. TSIMIS: No. But we take
23 your comments very seriously. Obviously
24 there's a real consensus amongst legislators
25 that the PILOT piece of this is really

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2 important. Again, it's separate from the
3 financial terms that we are going to be
4 developing but we absolutely hear you and we
5 will work something out.

6 LEGISLATOR SOLAGES: It's become
7 a very sensitive issue.

8 MS. TSIMIS: I think we can all
9 agree that when a PILOT, I think it was
10 Legislator Bynoe said, the bad name that IDAs
11 have gotten, PILOTs have gotten, is not good
12 for anyone. Because over time it's become
13 almost impossible to do a project because
14 either you haven't communicated properly or
15 the public doesn't fully understand why it's
16 necessary. Just a few bad projects where a
17 developer got too much for a project that
18 didn't seem in hind-- you know, after it was
19 before a community couldn't this project have
20 happened without the PILOT. And we have to do
21 a better job. It's on us. All of us. I
22 think for the Hub project there's going to be
23 a lot of attention to this question.

24 But the administration agrees with
25 you that these have to be done right. The IDA

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2 has changed some of its policy with the types
3 of projects. We're not doing the car
4 dealerships and some of other the warehousing
5 where you didn't really need a PILOT to get
6 that project done because there's a need for
7 it.

8 So, in affordable housing area,
9 Legislator Bynoe has said, some of those
10 projects wouldn't happen. I mean, there would
11 be housing but it would be market rate perhaps
12 or not affordable in a way that all of us can
13 agree. We have been talking a lot about
14 millennial housing and workforce housing and a
15 range of housing opportunities for our
16 communities, for our older folks, younger
17 people. We want it all and sometimes a PILOT
18 can be effective in getting those projects
19 done. We hear you loud and clear.

20 LEGISLATOR SOLAGES: Thank you.
21 And on the last issue with the CBA, community
22 benefits agreement, I stand wholeheartedly
23 behind the comments made by the leader of the
24 minority caucus, Mr. Kevan Abrahams,
25 Legislator Kevan Abrahams, and I'm very

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2 thankful Legislator Ford has concurred in
3 those concerns. I'm looking for the community
4 benefits agreement on this project to set a
5 precedent at least as relates to all other
6 major projects.

7 As you know, my community we're
8 facing the possibility of a having a major
9 sports destination of the Islanders at Belmont
10 Racetrack. In our community we are fighting
11 for our community benefits agreement. I'm
12 really looking forward for some precedent to
13 be established here. In that these developers
14 are not looking just to take advantage of
15 communities but also trying to give back to
16 the communities. I encourage you to reach out
17 to the Nostrand Garden Civic Association and
18 I'm sure Legislator Kevan Abrahams has a long
19 list of these organizations that have come
20 here often to express their concerns.
21 Concerns that relate to related to traffic,
22 environmental issues, environmental racism.
23 These are all very valid concerns. So I wish
24 you luck in that endeavor. Thank you.

25 LEGISLATOR NICOLELLO: Legislator

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2 Drucker.

3 LEGISLATOR DRUCKER: Thank you
4 Presiding Officer. To piggyback on a lot of
5 my colleagues' comments and questions, I guess
6 you have all discerned or recognized the
7 underlying or overwhelming message that we all
8 want and that is to be consulted and have a
9 right to approve everything. As you
10 indicated, to be involved every step of the
11 way.

12 So, with that being said, with
13 respect to the development plan agreement, our
14 counsel has looked at and showed us the
15 document. And in your presentation you refer
16 to the county being involved in every step of
17 the way. But in the past the county doesn't
18 necessarily include the legislature. So, for
19 example, when Onexim came into the picture the
20 county was involved but the legislature
21 wasn't. Going forward with respect to the
22 development plan agreement, particularly with
23 respect to sections 5, C, D and little I. It
24 says that the county as a party may agree to
25 amend, extend or assign the agreement. But it

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2 doesn't really say that the legislature is
3 required to amend, extend or assign that
4 agreement. Is that a mistake? Is that
5 something that can be clarified?

6 MR. MEYER: We did take the
7 feedback from the last hearing and the
8 language is being built in as we speak to
9 address that to specifically state that
10 subject to the approval of the Nassau County
11 Legislature, which approval may be granted,
12 withheld or conditioned in its sole
13 discretion. So for each of those, for C, D
14 and I.

15 LEGISLATOR DRUCKER: Excellent.
16 Also with respect to sections 2B triple little
17 I says the developer has the right to expand
18 its joint venture to add new partners without
19 county approval. What do you say about that?
20 That's without any county approval. Doesn't
21 the county have a right and this legislative
22 body to determine or to oversee and to take a
23 look at who the developer wants to become
24 partners with?

25 MR. MEYER: The way we are

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2 looking to clarify that is to say that the
3 current entity that you would be approving
4 with RXR and BSE would remain in control of
5 the project and that they would be able to
6 bring in additional partners but only if they
7 remain in control of the project. Because
8 you're approving them as the entity you would
9 be doing business with, the way it's currently
10 being clarified is to say that they are the
11 ones that are remaining in control of the
12 project.

13 LEGISLATOR DRUCKER: But that's
14 without the legislative consulting or
15 approval. So, is there any way to incorporate
16 that into the amended language?

17 MR. MEYER: We will take a look
18 at that.

19 LEGISLATOR DRUCKER: Just with
20 respect to the status quo in terms of revenue
21 for the county. Obviously we are all under
22 the understanding that the county receives
23 annual rent payments from Nassau Events Center
24 under the lease of I think \$4 million a year;
25 is that correct?

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2 MR. MEYER: That's correct.

3 LEGISLATOR DRUCKER: But it's
4 also correct that the lease payment paid to
5 the county is either a minimum flat sum of \$4
6 million or a share of the Coliseum revenues up
7 to eight percent plus a share of the parking
8 revenues, which is 12.75 percent. Is that
9 whichever is higher?

10 MR. MEYER: That's correct.

11 LEGISLATOR DRUCKER: And that's
12 the status quo right now, correct?

13 MR. MEYER: Yes.

14 LEGISLATOR DRUCKER: With the Hub
15 in the process of being developed or hopefully
16 in the process of being developed and more
17 revenue comes in the hands of NEC that the
18 county would benefit from the future
19 development by receiving annual higher
20 payments due to the increase of the percentage
21 of their revenue?

22 MR. MEYER: That's right. In
23 addition. So the more traffic that's driven
24 to the Coliseum so we would get the eight
25 percent of all revenue plus throw in three

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2 quarters percent of parking. And then that's
3 in addition to any new economic terms that we
4 would negotiate for the actual development on
5 the site. The county fully intends to get
6 additional rents for any properties that they
7 lease or any other future development.

8 LEGISLATOR DRUCKER: Great.
9 Thanks very much.

10 LEGISLATOR NICOLELLO: Legislator
11 Lafazan.

12 LEGISLATOR LAFAZAN: Thank you
13 Presiding Officer. My one question revolves
14 around parking. I'm not sure if you're
15 familiar, but Newsday has covered the trials
16 and tribulations of the parking garage at
17 Hicksville. It's been a major damage to
18 commuters everywhere. Are we anticipating
19 that we will reach out to Oyster Bay or to the
20 contractor to see what went wrong in terms of
21 that parking garage? And if the parking
22 garage were to break who would be on the hook
23 for repairs? Because as an Oyster Bay
24 resident, not only did we pay for the first
25 parking garage, now we are paying for the

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2 second parking garage and the commuters are
3 paying for the inconvenience. We want to
4 learn from history and not make the same
5 mistakes and this is a major worry of mine.

6 MS. TSIMIS: I will answer that
7 that seems like something we should do and
8 I'll take it under advisement about the
9 parking garage.

10 LEGISLATOR LAFAZAN: That's it.

11 LEGISLATOR NICOLELLO: Legislator
12 McKevitt.

13 LEGISLATOR MCKEVITT: Just have
14 one question regarding -- my understanding
15 with the draft agreement is developers are
16 responsible for the legal fees incurred by the
17 county for the negotiation drafting approval
18 of these agreements and there's a cap of
19 \$500,000. I was wondering why there was a
20 \$500,000 cap on that?

21 MR. MEYER: I would prefer there
22 was no cap on that necessarily, but there is a
23 cap. To try to control expenses on that. But
24 there is the ability to expand that as
25 necessary.

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2 LEGISLATOR MCKEVITT: Thank you.

3 LEGISLATOR NICOLELLO: Deputy
4 Presiding Officer Kopel.

5 LEGISLATOR KOPEL: Thank you. My
6 question actually piggybacks off of many
7 others but probably most closely with
8 Legislator DeRiggi-Whitton who expressed some
9 concern as to whether the county was getting a
10 good deal in various aspects of the
11 transaction. I've spent my entire career in
12 real estate as a lawyer and title insurance.
13 I've dealt with a lot of big, big transactions
14 in many different capacities. But I'm very
15 cognizant that that in no way qualifies me as
16 an expert, as a development expert, for the
17 purpose of negotiating with the likes of
18 Mr. Rechler or others involved over here.

19 The county has very often brought
20 in consultants for various purposes. This
21 being probably one of the largest projects
22 that we're engaging in or likely to engage in
23 for a long time. Wouldn't it behoove us to
24 bring someone in who is an acknowledged expert
25 in development and who might be able to advise

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2 us? And this in no way suggests that all of
3 you are not doing a wonderful job and that
4 you're not qualified to do what you're doing.
5 I think this is an entirely different kind of
6 aspect of preparing for this project.

7 MR. MEYER: It's a great point.
8 On all projects that we work on there's lead
9 consultants, engineering consultants,
10 financial consultants and the specialists on
11 certain things.

12 LEGISLATOR KOPEL: That's not
13 what I'm suggesting. I'm talking about the
14 development.

15 MR. MEYER: I'm agreeing. A
16 development specialist.

17 LEGISLATOR KOPEL: I'm talking
18 about an overall person, man, woman, who has
19 had considerable experience in either on the
20 development side of major projects or in some
21 other capacity that would qualify him or her
22 to do that. At least at this point I have not
23 heard of any such person who's on the team who
24 can take the various financial aspects of the
25 deal, various engineering and financial what

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2 have you, and pull them together. I mean,
3 maybe President Trump is busy I guess. We'll
4 get someone else like that? Seriously though.

5 MS. TSIMIS: We understand what
6 you're suggesting.

7 MR. MEYER: It's a great point.
8 Absolutely.

9 LEGISLATOR KOPEL: Does that mean
10 that you are going to look into it?

11 MS. TSIMIS: I think we have to
12 look at the county resources and any contracts
13 for consultants would have to come back to the
14 legislature.

15 LEGISLATOR KOPEL: Look into the
16 resources but I can only speak for myself and
17 not for others here, but just having heard the
18 comments of various people over here I think
19 that it might be money well spent and make a
20 lot of people more comfortable with the entire
21 process. Thanks.

22 LEGISLATOR NICOLELLO: Any other
23 questions from the legislators? Any public
24 comment? Legislator Budnick.

25 MR. BUDNICK: Following up on the

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2 scholarly and outstanding remarks by Mr.
3 Kopel, I'm curious as to whether the Nassau
4 County Planning Commission has actually
5 reviewed all this material or not and made any
6 suggestions or not as of yet?

7 MR. SALLIE: The Planning
8 Commission has not received the development
9 agreement package. If and when this proceeds
10 to what we are referring to the additional
11 project documents, the sale or lease of
12 property, that step, without approval, would
13 require OSPAC, the Open Space and Parks
14 Advisory Committee, along with the Nassau
15 County Planning Commission review and
16 recommendation to this county legislature.

17 In addition, any site plan that is
18 proposed at the town before the town can
19 approve it must be referred to the county
20 planning commission for recommendation under
21 general municipal law. Then, as I mentioned
22 earlier, if there is a need to subdivide the
23 property or create tax lots the Planning
24 Commission would be the authority to do that.
25 So, there are multiple touch points that would

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2 be coming up in the future between the county
3 and the county planning commission.

4 LEGISLATOR NICOLELLO: Minority
5 Leader Abrahams.

6 LEGISLATOR ABRAHAMS: Just before
7 we take the vote, I think it's imperative that
8 I implore the administration between now and
9 the next two weeks that obviously we don't
10 want to see any delays in this process, we
11 plan to vote in the affirmative today but we
12 do plan to see what recommendations and
13 changes you have. At that time we would want
14 to hope to see language that includes a PLA,
15 stronger language in regard to a CBA and many
16 of the other concerns that were brought up
17 today before we give final confirmation. But
18 today should not be seen as that. Today is
19 more seen as the opportunity to expand on what
20 you have already begun. Basically. Thank
21 you.

22 LEGISLATOR NICOLELLO: Thank
23 you. Anyone else? Turn it back over.

24 LEGISLATOR MCKEVITT: On behalf
25 of the Planning, Development Environmental

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2 Committee regarding a vote on this matter, all
3 in favor signify by saying aye. All opposed?
4 Motion carries.

5 At this point we are going to vote
6 to adjourn the Planning Committee on behalf of
7 Legislator Gaylor. Seconded by Legislator
8 Drucker. All in favor signify by saying aye.
9 All opposed no? Committee is adjourned.

10 LEGISLATOR NICOLELLO: Now the
11 Rules Committee has to vote as well. The
12 matter is before us. All in favor signify by
13 saying aye. Those opposed? Carries
14 unanimously. I'm going to put the Rules back
15 in recess. I want to thank the panel for
16 their patience and presentation.

17 (Panning Committee adjourned at
18 4:56 P.M.)

19 Rules Committee was recessed at
20 4:56 P.M.)

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CERTIFICATION

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

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this seventh day of
December 2018

FRANK GRAY