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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

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11 FINANCE COMMITTEE

12

13 LEGISLATOR HOWARD KOPEL

14 CHAIR

15

16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 March 8, 2021

23 3:32 P.M.

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2     A P P E A R A N C E S :

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4     LEGISLATOR HOWARD KOPEL

5                     Chair

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7     LEGISLATOR STEVEN RHOADS

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9     LEGISLATOR TOM MCKEVITT

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11     LEGISLATOR ROSE MARIE WALKER

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13     LEGISLATOR ELLEN BIRNBAUM

14                     Ranking member

15

16     LEGISLATOR ARNOLD DRUCKER

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18     LEGISLATOR DEBRA MULE

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2 LEGISLATOR KOPEL: At this time I  
3 will call the Finance Committee to order.

4 Mike would you be so kind as to call the roll.

5 MR. PULITZER: Thank you  
6 Chairman. Finance Committee roll call.  
7 Legislator Joshua Lafazan.

8 LEGISLATOR LAFAZAN: Here.

9 MR. PULITZER: Legislator Arnold  
10 Drucker.

11 LEGISLATOR DRUCKER: Here.

12 MR. PULITZER: Ranking Member  
13 Ellen Birnbaum.

14 LEGISLATOR BIRNBAUM: Here.

15 MR. PULITZER: Legislator Rose  
16 Marie Walker.

17 LEGISLATOR WALKER: Here.

18 MR. PULITZER: Legislator Thomas  
19 McKevitt.

20 LEGISLATOR MCKEVITT: Here.

21 MR. PULITZER: Filling in for  
22 Vice Chairman Vincent Muscarella will be  
23 Steven Rhoads. Legislator Rhoads.

24 LEGISLATOR RHOADS: Present.

25 MR. PULITZER: Chairman Howard

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2 Kopel.

3 LEGISLATOR KOPEL: I'm here.

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

6 LEGISLATOR KOPEL: Thank you. I  
7 think first we're going to call a number of  
8 items that have gone through other committees  
9 to which there's been unanimous consent, and I  
10 understand that those are consented to here as  
11 well. Those would be numbers 58, 21, 65, 67,  
12 68, 70, 80, 81, 82, 83 and that will do it.  
13 For that I have a motion by Mr. McKevitt and  
14 seconded by Ellen Birnbaum. All those in  
15 favor of those items signify by saying aye.  
16 Thank you.

17 Number 39 is an ordinance  
18 authorizing an amendment to the successor  
19 agreement with the Nassau Health Corporation.  
20 And that motion is by Ms. Walker. Seconded by  
21 Mr. Drucker. Anyone here on that item?

22 MR. NOLAN: Chris Nolan, Office  
23 of Management and Budget. This amendment is  
24 the successor agreement -- excuse me for a  
25 moment. This is an amendment to the successor

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2 agreement which dates back to 2007. What we  
3 are trying to do as part of this is to settle  
4 some outstanding claims between the Nassau  
5 Health Care Corporation and the county which  
6 goes back several years and has to do with  
7 several of the contracts. If you'd like I can  
8 just go back through some background on this.

9 Beginning with the county's  
10 transfer of assets to NHCC back in 1999 the  
11 county and NHCC have entered into or amended  
12 agreements that assist the hospital to achieve  
13 financial operational stability necessary to  
14 become a self-sustaining entity.

15 LEGISLATOR KOPEL: How'd that  
16 work out?

17 MR. NOLAN: Work in progress.

18 The most recent of these agreements  
19 was a successor agreement. Principally, the  
20 successor agreement provides a framework under  
21 which the county continues to assist the  
22 hospital by guaranteeing their bonds and a  
23 reconciliation process under which the county  
24 recovers the debt service costs associated  
25 with those bonds from offsetting expenses that

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2 the county has through agreements with the  
3 corporation.

4 Under the successor agreement the  
5 county also recognized NHCC as a preferred  
6 service provider and to that the county has  
7 entered into some of these other contracts  
8 with the Health Care Corporation. Some of  
9 them which are to provide administrative  
10 support services for county programs, direct  
11 public health and mental health services to  
12 residents. They perform mandated testing and  
13 examinations for county employees. And they  
14 conduct laboratory testing for other county  
15 agencies.

16 There are other agreements as well  
17 between the county and the hospital that  
18 include lease space as well as shared utility  
19 expenses.

20 So, again, this is now reconciling  
21 some of these outstanding expenses associated  
22 with these agreements that go back many  
23 years.

24 LEGISLATOR KOPEL: In other  
25 words, what you're saying is that these don't

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2 relate to the bonds but these relate to  
3 ongoing services and payment for them that  
4 have been done since 1999?

5 MR. NOLAN: No, not all of them  
6 go back to 1999.

7 LEGISLATOR KOPEL: Some of them  
8 do?

9 MR. NOLAN: Some of the claims  
10 went back to the separation. For example, the  
11 county reimburses the hospital for those  
12 employees who transferred. The county  
13 reimburses the hospital for certain expenses  
14 related to employees who had transferred from  
15 the county to the corporation at the time of  
16 separation. Those costs include we pay a pro  
17 rata share of the termination costs when the  
18 employee separates from service.

19 LEGISLATOR KOPEL: Those have  
20 been in dispute now for 22 years?

21 MR. NOLAN: No. I will get to  
22 some of the that are costs included in this in  
23 a moment. Just describing some of the costs  
24 that would be reimbursed under this.

25 As well as health care costs for

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2 retirees as well as Medicare reimbursement  
3 costs for retirees. Again, we would pay a  
4 portion of those costs.

5 The items that are being reconciled  
6 and were in dispute date back to as early as  
7 2013 that are part of this settlement. Some  
8 of the claims from the hospital corporation  
9 date back to that period of time where there  
10 was a separation of service. Those costs are  
11 not -- some of those costs that are not  
12 included in this as part of the settlement the  
13 hospital, although they claim it, will have to  
14 write those off. But there are other costs in  
15 here from around 2013 through the end of 2019  
16 that were in dispute and have now been  
17 resolved.

18 LEGISLATOR KOPEL: Those are  
19 costs for services performed on behalf of the  
20 county?

21 MR. NOLAN: Yes. Or costs,  
22 again, that we are liable for under the  
23 successor agreement.

24 LEGISLATOR KOPEL: So at this  
25 point would it be fair to say that pretty much



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2 all the claims have been resolved if this was  
3 to go through?

4 MR. NOLAN: It would settle all  
5 claims through December 31st of 2019. And as  
6 part of this amendment to the agreement now we  
7 are tightening up deadlines to reconcile say,  
8 for example, 2020 wherein the hospital would  
9 have to have all their claims in by the end of  
10 this month and then we would go through a  
11 process of making sure that between the debt  
12 service that is outstanding and the services  
13 that are provided we would reconcile those.  
14 And if there's a net positive to the hospital  
15 we would make an additional payment by June of  
16 this year.

17 LEGISLATOR KOPEL: So now you  
18 mention the debt service and that's of  
19 interest, especially with the hospital being  
20 in the news lately as undoubtedly you've  
21 seen. So, the county is liable for what I  
22 recall about \$160 million in bonds?

23 MR. NOLAN: Around that. I  
24 believe it's a little north of that. I  
25 believe it's 178.

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2 LEGISLATOR KOPEL: 180 or so?

3 MR. NOLAN: Yes.

4 LEGISLATOR KOPEL: And the  
5 balance of the bonds are not the obligation of  
6 the county?

7 MR. NOLAN: We guarantee the  
8 payments on that debt.

9 LEGISLATOR KOPEL: When you say  
10 "that debt" do you mean the 180 or beyond  
11 that?

12 MR. PERSICH: It's only up to the  
13 180 we're responsible for.

14 LEGISLATOR KOPEL: Just  
15 theoretically, if the Health and Hospital  
16 Corporation were to go bust what happens to  
17 the additional debt?

18 MR. PERSICH: Our guarantor per  
19 the successor agreement is to pay the 180  
20 million. Any new debt incurred post that that  
21 they have I believe that they are responsible  
22 for.

23 LEGISLATOR KOPEL: So it's not  
24 the county. We're not at risk for that.  
25 Okay.

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2 Now, this relates to expenses as  
3 well as you said some of the debt?

4 MR. NOLAN: What the county does  
5 is the county guarantees the debt. We make  
6 the debt service payments on their behalf.

7 LEGISLATOR KOPEL: For the 180?

8 MR. NOLAN: Exactly. That's  
9 right. That amounts to around 22 to \$23  
10 million a year.

11 LEGISLATOR KOPEL: That's  
12 including amortization?

13 MR. NOLAN: Yes.

14 LEGISLATOR KOPEL: What was the  
15 original amount?

16 MR. NOLAN: I don't have that in  
17 front of me. We can get that for you though.

18 LEGISLATOR KOPEL: But it was  
19 considerably more than the 180 I would  
20 assume?

21 MR. NOLAN: Yes.

22 LEGISLATOR KOPEL: How long does  
23 that still run?

24 MR. NOLAN: It runs out I believe  
25 2029.

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2 LEGISLATOR KOPEL: '29 it will be  
3 fully amortized?

4 MR. NOLAN: I believe so.

5 What happens is, the county makes  
6 that payment on the bonds, the debt service  
7 payments on those bonds on behalf of the  
8 Health Care Corporation. The Health Care  
9 Corporation provides services, like some of  
10 the ones I was mentioning earlier, to the  
11 county and then we net those two amounts out.  
12 It's a paper transaction of netting those two  
13 costs out.

14 Where there disputes that hasn't  
15 been finalized. So, we have a certain amount  
16 of costs that we have recognized as part of  
17 this amendment that we owe them. There's  
18 still outstanding debt service related to 2019  
19 debt service receivable that has to be  
20 relieved.

21 LEGISLATOR KOPEL: That would  
22 have been a liquidated amount. Why was that  
23 not paid on time?

24 MR. NOLAN: The payments were  
25 made. It's the receivable where the hospital,

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2 the corporation owed the county. And because  
3 we acknowledge, as part of this amendment,  
4 that we owed them some money, they owed us for  
5 the debt service receivable and there were  
6 disputes that sort of prohibited the county  
7 and the hospital from coming to a final  
8 resolution on that. The two amounts were sort  
9 of held separate from one another.

10 Now what we will be doing is  
11 reconciling the amounts due to the hospital  
12 that we've agreed to as part of this  
13 agreement, netting out the debt service and  
14 then making ultimately cash payments to the  
15 hospital in three separate installments. One  
16 30 days, one 60 days and one 90 days after  
17 it's been --

18 LEGISLATOR KOPEL: Totaling how  
19 much again?

20 MR. NOLAN: \$30.8 million.

21 LEGISLATOR KOPEL: The 180 again  
22 is guaranteed by the county but the county is  
23 not primarily obligated on that money either,  
24 right?

25 MR. NOLAN: We guarantee those

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2 bond payments.

3 LEGISLATOR KOPEL: We guarantee  
4 it but we're not primarily obligated? We're  
5 not the principal obligor on that?

6 MR. PERSICH: We are the  
7 obligator on that debt. That's why the  
8 payments get made through the county.

9 LEGISLATOR KOPEL: Then that's  
10 not a guarantee. Then that's actually county  
11 debt.

12 MR. PERSICH: It's accounted as  
13 county debt. Maybe I didn't explain it that  
14 before but it is accounted as far as county  
15 debt for the Health Care Corporation.

16 LEGISLATOR KOPEL: The Health  
17 Care Corporation itself is not obligated on  
18 that amount?

19 MR. PERSICH: Correct.

20 LEGISLATOR KOPEL: Anyone else?  
21 Mr. McKevitt.

22 LEGISLATOR MCKEVITT: So, just to  
23 clarify, the claims are resolving in a sense  
24 for about \$30 million. I'm just curious to  
25 know how much was in dispute. Was the county

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2 guessing it was 35, 40 million or do we not  
3 have that number?

4 MR. NOLAN: There were a number  
5 of items that were in dispute. I guess you  
6 could say that there was a larger amount that  
7 they're -- again the hospital corporation, the  
8 Health Care Corporation is writing off.  
9 They're going to be writing off -- trying to  
10 think off the top of my head, calculating it  
11 in my head -- in the neighborhood of about \$5  
12 million that they are writing off for claims  
13 that they could not produce evidence of the  
14 county's obligation related to those payments  
15 and then there are other costs that just  
16 required documentation which was late in  
17 coming and presented a challenge to  
18 reconciling for a number of years.

19 So, I don't know if that answers  
20 your question legislator.

21 LEGISLATOR MCKEVITT: Again, my  
22 understanding is this is going to resolve all  
23 disputes except the provision for the medical  
24 services at the jail; is that correct?

25 MR. NOLAN: That's correct.

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2 Well, what it's going to do is -- no. It's  
3 resolving all disputes through the end of 2019  
4 including the inpatient and outpatient costs  
5 related to inmates being sent to the hospital  
6 for care either on an inpatient or outpatient  
7 basis. Those are also included in this.  
8 There is no disagreement in terms of the --  
9 and what's separate from this is the infirmary  
10 contract. So those costs are still separate  
11 from the successor agreement.

12 LEGISLATOR MCKEVITT: When you  
13 say "infirmary" is that a facility at the jail  
14 where services are provided by the hospital  
15 personnel and then they bill the county for  
16 that?

17 MR. NOLAN: Yes. There's a set  
18 payment every month for those costs related to  
19 the care of inmates at the facility. At the  
20 jail.

21 LEGISLATOR MCKEVITT: Is there  
22 any dispute over those payments?

23 MR. NOLAN: No. Not on those  
24 payments that are -- it's sort of rote. It's  
25 a fixed amount that we're paying each month.



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2 LEGISLATOR MCKEVITT: My question  
3 really is, are we going to see another  
4 resolution in the future which is going to be  
5 dealing with those types of payments to try to  
6 reconcile this or is what we're seeing before  
7 us today supposed to be a universal agreement  
8 to settle all the disputes and debts between  
9 the county and the Health Care Corporation?

10 MR. NOLAN: It is to settle all  
11 of the costs that are enumerated in here. I  
12 guess what I'm having trouble with is the  
13 infirmity contract is not one that would be  
14 offset against debt service. And so that's  
15 not part of this amendment. Those payments  
16 are made each month to the hospital and they  
17 have been since the new agreement had been  
18 executed. So, those weren't in dispute and  
19 they would not have been settled or reconciled  
20 against the debt service that the hospital  
21 owed to the county. That's why it's two  
22 separate issues if you will.

23 What is being included now as  
24 part -- and let me go back to the 2017 health  
25 care agreement. The 2017 health care

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2 agreement said the hospital would take care of  
3 the infirmary and then the county would be  
4 responsible for any additional costs related  
5 to inmates being sent to the hospital for  
6 inpatient or outpatient care. Everything  
7 under that 2017 agreement when it was executed  
8 was to be paid and not offset against debt  
9 service.

10 What this amendment is saying is  
11 that the additional cost for inpatient and  
12 outpatient costs can be used as an offset  
13 again the debt service payment.

14 The infirmary payment though, the  
15 monthly cost to provide the service to the  
16 care of inmates at the facility itself though  
17 is still a separate payment that will be  
18 made -- a cash payment that is made to the  
19 hospital each month.

20 LEGISLATOR MCKEVITT: So this  
21 agreement then is going to resolve everything  
22 through December 31, 2019, correct?

23 MR. NOLAN: Yes.

24 LEGISLATOR MCKEVITT: So, the  
25 county is continuing to pay that 22, \$23

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2 million a year in the servicing on the  
3 obligation of the interest of the debt going  
4 forth for approximately another eight more  
5 years; is that correct?

6 MR. NOLAN: That's correct.

7 MR. MCKEVITT: Therefore, during  
8 the next eight years we anticipate there will  
9 be additional I guess set-offs between the  
10 county and the hospital until that debt is  
11 completely paid off?

12 MR. NOLAN: Right.

13 MR. MCKEVITT: Thank you.

14 LEGISLATOR KOPEL: Thank you.

15 Anyone else? Hearing no other debate, all  
16 those in favor of this item please signify by  
17 saying aye. Any opposed? That item passes  
18 unanimously. Thank you.

19 We will go to number 59 which is an  
20 ordinance supplemental to OMB. Motion on that  
21 is made by Mr. Lafazan. Seconded by  
22 Mr. Rhoads.

23 MR. PERSICH: Good afternoon.

24 Andy Persich, Office of Management and  
25 Budget. This item is a supplemental

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2 appropriation of \$3,518,792.50. It's for the  
3 Harrell Haring grant issued by New York State  
4 ILS. It's an extension from an agreement  
5 dating back to 2018 for monies that can be  
6 distributed to the Legal Aid Society and the  
7 18B division of the bar association.

8 LEGISLATOR KOPEL: Fully funded  
9 by the state?

10 MR. PERSICH: Fully funded by the  
11 state.

12 LEGISLATOR KOPEL: Any  
13 questions? All those in favor of that item  
14 please signify by saying aye. Any opposed?  
15 That item is unanimous.

16 Number 64. I'm going to have a  
17 motion on 64 and then I guess we're going to  
18 table it. Mr. McKeivitt makes a motion on that  
19 and Ms. Birnbaum seconds it. We have a motion  
20 to table by Ms. Walker and it's going to be  
21 seconded by Mr. Drucker. All those in favor  
22 of tabling number 64 please say aye. Any  
23 opposed? That is tabled.

24 Number 66 is a resolution  
25 authorizing an amendment to a grant agreement

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2 for Parks, Recreation and Onderdonk Landmark  
3 Society. And that motion is by Mr. McKevitt  
4 and seconded by Mr. Lafazan. Anybody here  
5 from Parks?

6 MS. KASO: Tori Kaso from the  
7 Parks Department. So, this is an amendment  
8 extending the term of the grant agreement to  
9 allow for Onderdonk Landmark Society to  
10 utilize the funds for the projects it was  
11 meant for. They were unfortunately unable to  
12 commence the repairs, renovations within the  
13 original term because of COVID delaying  
14 everything.

15 LEGISLATOR KOPEL: Any  
16 questions? All those in favor? Any opposed?  
17 That item passes unanimously. Thank you.

18 Number 69 is supplemental to the  
19 budget with Housing and Community  
20 Development. Motion by Ms. Walker. Seconded  
21 by Ms. Birnbaum.

22 MS. ZIEGLER: My name is Zoila  
23 Ziegler, the fiscal advisory for the Office of  
24 Housing. This is our annual budget that we  
25 are requesting to fund the 2500 families that

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2 we help every year for Section 8 and we are  
3 100 percent grant funded.

4 LEGISLATOR KOPEL: Any  
5 questions? All those in favor? Any opposed?  
6 That item is unanimous. Thank you.

7 Number 86 is an amendment to a  
8 grant agreement between Parks and Friends of  
9 Garvey's Point Museum and Preserve. Motion by  
10 Mr. McKevitt and seconded by Mr. Lafazan.  
11 Anyone here on number 86?

12 MS. KASO: So, this is also an  
13 amendment to a hotel-motel tax agreement.  
14 This one with the Friends of Garvey's Point  
15 Museum and Preserve to allow them to use the  
16 original \$16,000 that was approved in the  
17 original agreement.

18 LEGISLATOR KOPEL: Any  
19 questions? All those in favor? Any opposed?  
20 That item is unanimous. Thank you.

21 I'm now going to call a bunch  
22 together. Number 60, 61, 62, 63, 73, 74, 75,  
23 76, 77, 78, 79 and 87. Motion on those  
24 matters by Ms. Birnbaum. Seconded by  
25 Ms. Walker. And we're going to have to go

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2 into executive session on that but -- I'm  
3 going to take a motion to suspend the rules by  
4 Ms. Walker. Seconded by Mr. Drucker.

5 And before we go into this  
6 executive session I'll call the one item on  
7 the addendum. All those in favor of  
8 suspending the rules? Any opposed? Now I'll  
9 call 88, which is supplemental to the Office  
10 of Community Development. That motion is made  
11 by Ms. Birnbaum. Seconded by Ms. Walker.

12 MR. CREAN: Good afternoon.  
13 Kevin Crean, Office of Community Development.  
14 Item number 88 is a supplemental appropriation  
15 of \$1,798,077.50. This is funding from the US  
16 Department of Treasury under the Emergency  
17 Rental Assistance Program. The funds may be  
18 used to pay for rent arrears, utility arrears  
19 and limited rental assistance for residential  
20 renters impacted by the COVID-19 pandemic  
21 subject to certain income limitations.

22 The county intends to focus these  
23 funds on renters in Glen Cove and in Long  
24 Beach as the three towns of Hempstead, North  
25 Hempstead and Oyster Bay have each received

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2 their own separate allocations from the US  
3 Treasury. The county's portion is limited to  
4 the two cities outside the towns.

5 LEGISLATOR KOPEL: And the county  
6 has to fund those? We don't have an  
7 allocation for those?

8 MR. CREAN: The county's total  
9 allocation was just what we're supplementally  
10 appropriating here. Those are the only two  
11 outlier areas that were not covered by the  
12 three towns.

13 LEGISLATOR KOPEL: What I'm  
14 saying is you said that the three towns got  
15 funded by the federal government.

16 MR. CREAN: This is federal  
17 funding as well. Nassau County had four  
18 separate funding allocations within the  
19 county. Three went to the towns and the  
20 fourth went to Nassau County.

21 LEGISLATOR KOPEL: Thank you.  
22 Any questions? All those in favor of this  
23 item? Any opposed? Thank you.

24 Now I'm going to take a motion for  
25 executive session on those items that we



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2 called before. Before I do, I'd like to ask  
3 someone who can talk about the certiorari  
4 settlements that are on the agenda. Is there  
5 anybody here who can talk about those for a  
6 moment? Just one question on the record.

7 MS. HORST: Lisa LoCurto from the  
8 county attorney's office is supposed to be  
9 presenting to you in executive session. So  
10 I'm guessing that's where she is at the  
11 moment. She's not on this.

12 LEGISLATOR KOPEL: That's fair  
13 enough. I'll ask it there and we may ask her  
14 to jump on over here as well.

15 Did we do the motion for executive  
16 session? That's moved by Ms. Birnbaum.  
17 Seconded by Mr. Drucker. All those in favor  
18 of going into executive session? Any  
19 opposed? We are in executive session.

20 (Committee recessed to executive  
21 session at 3:55 p.m.)

22 (Committee reconvened at 4:47 p.m.)

23 LEGISLATOR KOPEL: Finance is  
24 back in session. I'm going to split up the  
25 vote. We're going to vote first on 60-21

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2 which is Chiccone versus the county. As well  
3 as 87, which is Leifer versus Russo et al. On  
4 those two items all those in favor of these  
5 settlements please say aye. Anyone opposed?  
6 Did we hear a no? Chiccone and Leifer, the  
7 two personal injury cases. Any opposed?  
8 There are no no's. It's unanimous.

9 I'm going to take a motion to table  
10 number 60, 61, 62 -- I'm sorry. I just voted  
11 on 60. So it's 61, 62, 63, 64. Not 64. I'm  
12 sorry. 73, 74, 75, 76, 77, 78. Motion to  
13 table is made by Ms. Birnbaum. Seconded by  
14 Mr. McKevitt. All those in favor of tabling  
15 those items? Any opposed? Those items are  
16 tabled.

17 Ms. Walker moves to adjourn. I'm  
18 sorry, did I miss one? Motion to table 79 by  
19 Ms. Walker. Seconded by Mr. Drucker. All  
20 those in favor of tabling 79? Any opposed? 79  
21 is tabled.

22 Ms. Birnbaum makes a motion to  
23 adjourn. Mr. Drucker seconds it. All those  
24 in favor of adjourning? We are adjourned.

25 (Committee adjourned at 5 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 13th day of  
March 2021.

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FRANK GRAY