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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

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13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

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16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 Monday, April 26, 2021

23 3:22 P.M.

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

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4 LEGISLATOR RICHARD NICOLELLO

5 Chair

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7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

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10 LEGISLATOR STEVEN RHOADS

11

12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

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17 LEGISLATOR DELIA DERIGGI-WHITTON

18

19 LEGISLATOR SIELA BYNOE

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2 LEGISLATOR NICOLELLO: Call the
3 Rules Committee to order. Mike could you
4 please call the roll for the Rules Committee.

5 MR. PULITZER: Thank you
6 Presiding Officer. Rules Committee roll
7 call. Legislator Siela Bynoe.

8 LEGISLATOR BYNOE: Here.

9 MR. PULITZER: Legislator Delia
10 DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON:
12 Here.

13 MR. PULITZER: Ranking Member
14 Kevan Abrahams.

15 LEGISLATOR ABRAHAMS: Here.

16 MR. PULITZER: Thank you.
17 Legislator Laura Schaefer.

18 LEGISLATOR SCHAEFER: Here.

19 MR. PULITZER: Legislator Steven
20 Rhoads.

21 LEGISLATOR RHOADS: Here.

22 MR. PULITZER: Vice Chairman
23 Howard Kopel.

24 LEGISLATOR KOPEL: Here.

25 MR. PULITZER: Chairman Richard

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2 Nicoletello.

3 LEGISLATOR NICOLELLO: Here.

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

6 LEGISLATOR NICOLELLO: Thank
7 you. Deputy Presiding Officer Kopel makes a
8 motion to suspend the rules. Seconded by
9 Legislator Schaefer. All in favor of
10 suspending the rules signify by saying aye.
11 Those opposed? Carries unanimously.

12 Item E-77 of 2020 is a resolution
13 making certain determinations pursuant to
14 SEQRA and authorizing the county executive, on
15 behalf of the Department of Parks, Recreation
16 and Museums, to execute a license and
17 operating agreement with Nassau Equestrian
18 Center at Old Mill.

19 Moved by Legislator
20 DeRiggi-Whitton. Seconded by Legislator
21 Bynoe.

22 MS. KASO: Victoria Kaso,
23 Department of Parks. Item E-77-20 is a
24 nonexclusive license and operating agreement
25 contract with the Nassau Equestrian Center at

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2 Old Mill located in Jericho. The horse farm
3 is approximately 42 acres where the vendor
4 offers riding lessons for sporting and
5 leasing, trail riding, private events and a
6 summer camp.

7 Just a quick background. The
8 county purchased the farm in 2008 through the
9 environmental bond act for open space
10 purposes. In 2008 the county conducted an RFP
11 seeking an entity to operate and renovate the
12 property. In 2009 the county awarded a
13 ten-year license with two five-year options
14 and awarded to John Russo, who's the president
15 of Nassau Equestrian Center. But just
16 important to note, that agreement did not have
17 any license fee paid to the county. It was
18 mostly strictly capital investments.

19 In early 2019 the county chose to
20 issue a new RFP and not exercise the option
21 feeling it was important to reexamine the
22 terms of many of our older agreements. And
23 the decision not to exercise the option had no
24 negative reflection on the existing operation
25 of the at incumbent.

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2 The RFP was issued on April 9,
3 2019. A total of five proposals were
4 received. The evaluation committee, which was
5 compromised of four parks employees, two
6 employees from the NCPD Mounted Unit and one
7 employee from the Nassau County SPCA.
8 Evaluated, scored and ranked the proposals and
9 the highest ranking proposer was the Nassau
10 Equestrian Center.

11 This is for a ten-year term with a
12 five-year option. The operator will pay the
13 county 9.5 percent of gross receipts or a
14 guaranteed minimum license fee, the greater of
15 the two, which will over the ten years will be
16 a minimum of about \$1.82 million. He is also
17 committed to \$125,000 of capital investment in
18 the first two years and then an additional 50
19 if the agreement is extended with the option.

20 Couple of important things to note
21 in the new agreement. There is a requirement
22 to conduct various public programs, which was
23 already a part of the previous agreement but
24 it's stressed. He is making available the
25 indoor rink to the NCPD Mounted Unit for

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2 training purposes. There will be a 20 percent
3 discount to veterans and first responders on
4 boarding lessons and camp. There will be
5 Parks approval for the program calendar and
6 the ability for the department to supplement,
7 not supplement but work with the vendor to
8 increase public programing if it's deemed
9 necessary.

10 And an establishment of an
11 oversight committee that will be an advisory
12 board comprised of park staff, the SPCA and
13 NCPD Mounted Unit as well as county staff to
14 monitor the finances and compliance within the
15 terms of the contract. Any questions?

16 LEGISLATOR NICOLELLO: We have
17 public comments here. We also have the
18 inspector general whom I'm going to call up in
19 a moment. In terms of the committee that
20 selected the vendor who was on the committee?
21 Do you know?

22 MS. KASO: I do. I believe it's
23 listed on the comptroller's approval form. It
24 should be if it's not. But I was a voting
25 member. We also had a deputy commissioner of

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2 the parks department and then the other park
3 staff was Michael Buckowitz. So Deputy
4 Commissioner Goldstein and Michael Buckowitz.
5 Off the top of my head I can't remember the
6 two mounted police names. And then Gary
7 Rogers.

8 LEGISLATOR NICOLELLO: There were
9 four other proposals?

10 MS. KASO: Yes.

11 LEGISLATOR NICOLELLO: What was
12 it that was the deciding factor?

13 MS. KASO: I would say, without
14 looking up my exact notes, I would say that it
15 was after the first initial meeting and review
16 of the evaluation of the proposals it was
17 narrowed down to basically being between the
18 incumbent and one other proposer. Their
19 finance proposals were pretty similar. And
20 the other three came basically nowhere close
21 to it.

22 Both also had good experience with
23 running an actual boarding facility. Whereas,
24 a couple of other the proposers were trainers
25 within other boarding facilities. So they

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2 didn't have that management component.

3 I would say one of the ultimately
4 deciding factors was that the other proposer,
5 part of their business plan was buying and
6 selling horses and that is not something that
7 Nassau Equestrian proposed or wants to do or
8 plans to do and to the committee that was an
9 important part. They didn't really think that
10 the vendor on the county property should be
11 engaging in that practice.

12 LEGISLATOR NICOLELLO: Does
13 anyone have any questions? Legislator Bynoe.

14 LEGISLATOR BYNOE: Thank you
15 Presiding Officer. I think a lot of my
16 questions are going actually to be directed to
17 the IG.

18 LEGISLATOR NICOLELLO: Inspector
19 general. I was going to call her in a minute.

20 LEGISLATOR BYNOE: But Tori I'll
21 ask this in the immediate. When you talk
22 about public programing, you mentioned public
23 programing and then you mentioned Nassau
24 County Mounted. I'd like to hear more about
25 what they would be offering to the public. I

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2 would expect that our police would be able to
3 use that space, but I'd like to hear more
4 about the public programing there. I'd like
5 to know what it has been in the past and what
6 is projected.

7 MS. KASO: In the past they have
8 offered summer camps. I don't know
9 specifically which components of the summer
10 camps. But they have worked with, I know, I
11 believe disabled children to have the
12 programs. The site is also open to the
13 public. We haven't gotten the specific public
14 programing calendar. They do also have --
15 they have summer and vacation day camps, pony
16 pal camps, horse and pony lease programs.
17 They work with and will increase their work
18 with local schools and colleges and
19 organizations. And they also have clinics and
20 expositions. But they are also offering the
21 20 percent discount to veterans and first
22 responders.

23 LEGISLATOR BYNOE: Is there any
24 benefit to young people who are going there
25 from Nassau County? Any kind of discount

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2 offered to them?

3 MS. KASO: For specifically
4 residents?

5 LEGISLATOR BYNOE: For young
6 people, Nassau County residents from anywhere
7 within the county.

8 MS. KASO: Not 100 percent sure.
9 Let me just go --

10 LEGISLATOR NICOLELLO: While
11 she's doing that I know we have residents that
12 will speak in a little bit, but we also have
13 public comment that was submitted by some of
14 those residents and we'll just make that part
15 of the record. Jacqueline Peiffer, I'll call
16 you up in a minute ma'am. And the other one
17 was from Barbara Sternberg. Again, it will be
18 annexed to the record as part of the record.

19 MS. KASO: So, the answer is no.
20 But as we will be working with him with the
21 public programing we will suggest this to him
22 and gear him in that direction to provide
23 discount specifically to residents use.

24 LEGISLATOR BYNOE: We saw that as
25 a part of the Cornell Extension that we were

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2 going to require some level of a discount for
3 Nassau County residents and I think it should
4 be the same. And I think it should be not
5 just nudging him in that direction. Making
6 sure that that is requirement of this county
7 that if they're going to lease our property
8 that there will be some benefit to our
9 taxpayers.

10 I have a whole host of different
11 questions that we'll delve into later once the
12 presiding officer introduces the IG to the
13 podium. But I think as a rule we should have
14 required that in the agreement, and I know
15 that makes me uncomfortable already to have to
16 vote on an item that does not put our
17 residents first. I will hold the rest of my
18 questions for the IG.

19 LEGISLATOR NICOLELLO: Legislator
20 Schaefer.

21 LEGISLATOR SCHAEFER: Hi. How
22 are you? I got a few different questions.
23 I'm going to jump around a little bit. You
24 mentioned the 20 percent discount. You said
25 veterans, first responders. First responders

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2 and their family or just the first responders
3 themselves?

4 MS. KASO: I believe it's and
5 their family. I believe. Yes.

6 LEGISLATOR SCHAEFER: The revenue
7 amount, you said it's the greater of nine
8 percent of gross receipts. Is that standard
9 in the industry or is it a special -- how did
10 you come to that number, if you know?

11 MS. KASO: That is what he
12 proposed in his proposal. In terms of
13 industry standards --

14 LEGISLATOR SCHAEFER: I mean, how
15 did it compare to let's say the others that
16 had submitted a proposal?

17 MS. KASO: It was higher. His
18 financial proposal was the top. There may
19 have been some different combinations between
20 percentages and minimums but his combined was
21 the highest.

22 LEGISLATOR SCHAEFER: The staff
23 that you mentioned that were on the original,
24 I guess the original panel that was making the
25 decision, did they have any type of particular

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2 experience in making a decision like this or
3 any type of expertise? Like, I know Gary
4 Rogers. I know who he is. He obviously deals
5 with animals. But you said park staff. So, I
6 just wonder were they random park staff or
7 were they people that actually have some
8 information? I know the mounted police
9 obviously have some knowledge as well in this
10 field.

11 MS. KASO: No. I would say in
12 terms of -- so Michael Buckowitz works with a
13 lot of museums and preserves. I myself was
14 new to the parks department but I like to
15 think that I'm pretty confident. And then the
16 Andrew Goldstein, the deputy, everybody has
17 had basic experience not managing but like
18 overseeing county property and they've also
19 had experience on other RFP processes.

20 LEGISLATOR SCHAEFER: So that was
21 their reason for being on there?

22 MS. KASO: Yes. And also because
23 the agreement is through the parks
24 department. If we're going to be spearheading
25 the oversight and the enforcement of it we

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2 needed input from the department.

3 LEGISLATOR SCHAEFER: That segues
4 into my next question was about the oversight
5 committee you mentioned. How many members
6 will there be on that?

7 MS. KASO: Not sure the number
8 was specified. But it will be a mixture of
9 not the same people but experts from those
10 similar departments.

11 LEGISLATOR SCHAEFER: And what
12 exactly can you tell me what their oversight
13 involves?

14 MS. KASO: They will be in
15 charge -- they will be tasked with the
16 oversight of finances. They will have the
17 public programing calendar submitted to them.
18 They will also be who will field and
19 investigate complaints.

20 LEGISLATOR SCHAEFER: I guess how
21 will people know that they can make a
22 complaint or where to make it?

23 MS. KASO: We will have to make
24 that information easily known.

25 LEGISLATOR SCHAEFER: Will they

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2 issue some sort of a report or will there be
3 anything like that? When you say an oversight
4 committee what will their end result be?

5 MS. KASO: It hasn't been fully
6 formed yet obviously because the agreement
7 hasn't been approved, and I'm sure that will
8 be part of the discussion once it is formed.
9 I would assume that there will be some sort of
10 official way to intake the complaint and
11 provide information on what their findings
12 were.

13 LEGISLATOR SCHAEFER: But also
14 like I guess the panel itself their oversight
15 will it include a yearly report or a --

16 MS. KASO: Of the panel itself?

17 LEGISLATOR SCHAEFER: Yeah.
18 Whatever exactly they're overseeing
19 specifically.

20 MS. KASO: I certainly think that
21 makes sense.

22 LEGISLATOR SCHAEFER: I think
23 that's all I have for me. I might have more
24 later.

25 MS. KRIEB: Eileen Krieb,

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2 Commissioner of Parks. As part of this
3 permitting process it will have on it clearly
4 the contact avenue for the constituents to
5 make their complaints. So it will be an email
6 or a phone number or something that will be
7 included on all these permits in writing so
8 that anyone who is boarding there has any kind
9 of a complaint it will be to their advantage
10 that they will know who to contact as opposed
11 to wondering who they can reach out to. It
12 will be part of the stipulation on the
13 permit.

14 LEGISLATOR SCHAEFER: As well as
15 obviously people just that are taking lessons
16 there and doing something else I assume?

17 MS. KRIEB: Yes. Just to
18 follow-up on Legislator Bynoe's question on
19 the cost. The parks department's enforcing
20 resident versus nonresident fees all over the
21 parks department to make sure that the
22 taxpayers do have an advantageous position.
23 So we will be doing the same as we review all
24 these programs. We will make sure that there
25 are incentives for taxpayers, Nassau County

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2 residents, versus non that are coming to use
3 this facility.

4 LEGISLATOR BYNOE: The way that
5 it was expressed in the Cornell Extension
6 agreement I think should be also included in
7 this agreement.

8 MS. KRIEB: You're talking about
9 their programs out in Suffolk County? Yes,
10 we're familiar with that.

11 LEGISLATOR BYNOE: To me, it
12 should be expressed in this contract clearly
13 so that there would be no confusion. It
14 appears that the operator had some confusion
15 on some of the issues in the previous
16 agreement, and I don't want to see that happen
17 in this particular instance as it relates to
18 our young people who I think should have
19 access to that center.

20 MS. KRIEB: I agree.

21 LEGISLATOR NICOLELLO: I would
22 like to invite up the inspector general, Jodi
23 Franzese, thank you for coming here this
24 afternoon and waiting through the full leg.

25 MS. FRANZESE: Hi everyone.

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2 Thanks for having me here. Jodi Franzese,
3 Office of the Inspector General.

4 So, Presiding Officer, how do you
5 want me to do this? Just want me to give you
6 a quick Cliff Notes version or do you have
7 questions?

8 LEGISLATOR NICOLELLO: I think we
9 will have questions but I think if you can
10 give us a summary of your investigation and
11 your findings.

12 MS. FRANZESE: As you know, there
13 are numerous allegations regarding the
14 vendor's performance under the agreement and
15 questions regarding the procurement process
16 leading up to the agreement. There was a
17 range of allegations, some overlapping,
18 regarding the vendor's failure to comply with
19 the provisions of the agreement.

20 So we conducted an investigation
21 and we made findings and recommendations to
22 the administration. They accepted those
23 recommendations.

24 As far as the allegations there
25 were several. Just some of the ones that we

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2 substantiated were, for example, failing to
3 obtain Nassau County approval and failure to
4 expend the required amount for advertising and
5 promotions. That's true. That was not
6 something that was complied with. There are
7 several.

8 The county has no record regarding
9 a reserve fund which was required in the
10 agreement. It was a very, very late
11 establishment of a reserve fund. I think it
12 was about eight years into the ten-year
13 agreement that they established a reserve
14 fund.

15 Also, failure to create a plan
16 about the intention to make programs and
17 services accessible for individuals with
18 disabilities. That was required in the
19 agreement. We found no evidence that that
20 existed.

21 Also, another allegation that was
22 substantiated was failure to obtain prior
23 county approval for capital improvements. We
24 didn't see any sort of written approval from
25 the county regarding the capital

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2 improvements. We did see an email where one
3 of the county employees did say that they went
4 to the site and saw the capital improvements
5 and perhaps that was some sort of tacit
6 approval.

7 Also, I should also let you know
8 that my office discovered an issue with
9 fingerprinting because if you have staff who
10 are going to be in close proximity to children
11 you need to fingerprint those individuals and
12 there was no evidence that the vendor did
13 that.

14 Finally, also no notification of
15 serious accidents. That was something that
16 was required by the agreement that the vendor
17 would notify the county for serious riding
18 accidents that happened on the premises. We
19 were aware of I believe two serious accidents
20 and there was no notification to the county.

21 That's the lion's share of the
22 substantiated allegations that we mentioned in
23 the report. And we are, if need be, moving
24 forward we will follow-up if we think it's
25 necessary with the county's implementation of

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2 our recommendations.

3 LEGISLATOR NICOLELLO: Were there
4 any allegations that were not substantiated?

5 MS. FRANZESE: Yes, there were
6 several of those as well. For example,
7 substandard care of horses. Obviously that's
8 important to everybody and it's pretty much a
9 priority. We did not substantiate that
10 allegation.

11 There was also allegations
12 regarding failure of the vendor to submit
13 financial records. When we requested those
14 documents of the department we received them.
15 So, they were on file at the department.

16 Also, no records of -- there was an
17 allegation of no record of capital
18 expenditures. However, those were also on
19 file with the department.

20 There were several allegations
21 regarding the procurement process. I just
22 want to make you aware that my office was --
23 we observed the entire selection process. I
24 think we may have missed one meeting but
25 everything else we went to. We did a

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2 walk-through with the prospective proposers.
3 We also read the documents and there was
4 allegations that this was somewhat of a done
5 deal I believe it was called. We did not find
6 evidence that this was a done deal.

7 Also, it was alleged that other
8 proposers proposed more revenue to the county
9 and we did find that one offered more in
10 revenue and one offered more in capital
11 expenditures but less gross receipts. But all
12 in all, we witnessed the entirety of the
13 process and it was a deliberative process.
14 And revenue was really just one of the factors
15 that the parks department was weighing in.

16 Also, there were some allegations
17 of basically the incumbent having inside
18 information. We did a lot of work on that and
19 we did not find that that was something that
20 our office could substantiate in terms of an
21 allegation. That's pretty much the lion's
22 share of that as well.

23 LEGISLATOR NICOLELLO: I think
24 what we will do is if legislators have
25 questions now we'll have them ask those

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2 questions and then we'll bring up some of the
3 residents who are here and ask you and/or the
4 parks department to respond once they raise
5 whatever the issues that they are going to
6 raise. I know Legislator Bynoe.

7 LEGISLATOR BYNOE: Thank you
8 Presiding Officer. So, do we know whether --
9 good evening to you Ms. IG. One question
10 first regarding the fingerprinting because I
11 found that really troubling. Do we know
12 whether that's been cured to this point?

13 MS. FRANZESE: We know that's
14 something that we are going to be following up
15 on. We know that the department had accepted
16 that recommendation as something they were
17 planning to implement because that is an
18 important issue. We will be following up on
19 that.

20 LEGISLATOR BYNOE: So, we don't
21 know whether it's been cured to this point?

22 MS. FRANZESE: I think you can
23 probably ask the parks department if we were
24 going to do that directly but we can do that
25 today if you'd like.

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2 LEGISLATOR BYNOE: Yes. Because
3 I would be concerned if we enter into a
4 contract and they're still not in compliance
5 with a very important aspect of having
6 fingerprinted. I think it kind of puts the
7 county in a precarious situation to do so.

8 LEGISLATOR NICOLELLO: Do you
9 want to have the commissioner come up and
10 maybe just --

11 LEGISLATOR BYNOE: I wouldn't
12 mind. I'm sorry. If you wouldn't mind just
13 one minute.

14 LEGISLATOR NICOLELLO:
15 Commissioner Krieb.

16 MS. KRIEB: So, Mr. Russo is on
17 notice to comply with all the findings that
18 have been given to us by the IG's office. And
19 additionally, in the new contract it clearly
20 states that the personnel screening is
21 required for all minors -- sorry -- all
22 current and prospective personnel who is
23 carrying out this agreement will have
24 unsupervised or regular substantial contact
25 with minors are fingerprinted by the Nassau

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2 County Police. So all these recommendations
3 have been incorporated into our new contract
4 and he is on notice on their findings to
5 comply.

6 LEGISLATOR BYNOE: I'm troubled
7 that this contract is down here without having
8 any evidence that this deficiency has been
9 cured and they are still conducting business.
10 This is pretty serious that we don't have
11 individuals fingerprinted that are engaging
12 with our young people. I know that that's
13 required here in the parks department. It's
14 actually delayed some hires in the parks
15 department because we did not have them
16 fingerprinted.

17 MS. KRIEB: And its standard
18 language in our contracts also.

19 LEGISLATOR BYNOE: Which is why I
20 think it's important that we express that
21 there be public use and discount to our young
22 people in this agreement because even with
23 things that were in this agreement they
24 weren't in compliance. But nonetheless, thank
25 you for answering the question that they're

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2 working toward curing it but you don't have
3 any evidence at this time that's it's been
4 cured?

5 MS. KRIEB: Correct.

6 LEGISLATOR BYNOE: Thank you.

7 I'm going to go back to the IG. The previous
8 contract what was it predicated on? Was it
9 just an annual fee, flat fee or was it also
10 based on a percentage of the income?

11 MS. FRANZESE: I don't think I
12 can answer that for you. Perhaps this might
13 be a parks department question.

14 LEGISLATOR BYNOE: Okay. I don't
15 know if they can answer then. Tori, can you
16 answer that question for me?

17 MS. KASO: The previous contract
18 had no license fee paid to the county.

19 LEGISLATOR BYNOE: I would
20 suspect when they did some of these
21 improvements, which included an indoor riding
22 arena, which I suspect allowed them to operate
23 year round there was some revenue that we did
24 not capture there?

25 MS. KASO: In the agreement he

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2 was committed to \$500,000 worth of capital
3 improvements and our records show that he
4 actually over doubled that amount.

5 LEGISLATOR BYNOE: I'm not
6 arguing that he didn't make the investment I'm
7 arguing that he made an investment that was
8 definitely to his benefit. Then he failed to
9 disclose that.

10 MS. KASO: We definitely agree
11 which is why we didn't exercise the option to
12 extend his contract for five years and did the
13 RFP.

14 LEGISLATOR BYNOE: With good
15 reason. Thank you. My questions are going to
16 be -- the life safety I think we found out was
17 just fire extinguishers that were just a
18 couple of days out of compliance; is that
19 correct IG?

20 MS. FRANZESE: Yes. We actually
21 received an allegation regarding fire issues.
22 We alerted the fire marshal and they went over
23 for an inspection and there was a report
24 appended to our -- sorry -- there was a report
25 from the fire marshal appended to our report.

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2 And certain things that looked like violations
3 or potential violations to us weren't actually
4 violations of the fire code. But I think at
5 this point the fire marshal was confident that
6 it was a safe environment. I believe the
7 Cornell Cooperative also mentioned something
8 about it being a safe environment. That
9 report is also appended.

10 LEGISLATOR BYNOE: I read both of
11 those. I just wanted to confirm it and have
12 it on the record.

13 In terms of -- you started to
14 review an issue regarding prevailing wage and
15 then you made mention that they are not
16 required to adhere to prevailing wage.

17 MS. FRANZESE: Yes. We went to
18 the county attorney's office on that because
19 we just wanted to make sure we understood the
20 law with respect to prevailing wage. And it
21 was told to us and it's our understanding that
22 the employees of the vendor were not -- the
23 prevailing wage law wouldn't apply to them.
24 We got that from the county attorney.

25 LEGISLATOR BYNOE: But it's

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2 something that we have to adhere to when we
3 engage other contractors under different
4 conditions, is that accurate?

5 MS. FRANZESE: Sorry, may I have
6 a second. Because the county doesn't pay his
7 employees, he pays his employees, and that was
8 part of our discussion. That seems to be why
9 it doesn't apply to the employees of the
10 vendor.

11 LEGISLATOR BYNOE: And under
12 other circumstances we are paying a contractor
13 then ultimately pays their employees and
14 that's why prevailing wage becomes an issue,
15 correct?

16 MS. FRANZESE: Yes.

17 LEGISLATOR BYNOE: I'm not happy
18 about that, and I wish there was something
19 that we could do in this contract because this
20 is not a not-for-profit organization. This is
21 a private enterprise that is benefiting
22 significantly based on some of the projected
23 projections I've seen for revenue that we
24 wouldn't be concerned whether someone that
25 we're in contract with is paying their

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2 employees at a prevailing wage. That concerns
3 me greatly.

4 I would not like to think that we
5 have folks that aren't being paid by
6 individuals that we're in business with at a
7 prevailing wage, at a wage that would allow a,
8 a living wage, a prevailing wage, to allow
9 them to live here in this very expensive
10 county or this region.

11 Sir, did you have something to add
12 to that?

13 MR. MCDERMOTT: Thank you
14 Legislator, Presiding Officer. Dennis
15 McDermott, deputy county attorney.

16 Just quickly addressing the
17 prevailing wage. There is actually a court of
18 appeals case Manual De la Cruz versus Cadel
19 Dry Dock and Repair Company where the Court of
20 Appeals set out a three-prong test to see if
21 prevailing wages have to be paid. First,
22 public agency must be a party to a contract
23 involving the employment of laborers, workers
24 or mechanics.

25 Second, and this is really the most

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2 important in this case, the contract must
3 concern a project that primarily involves
4 construction-like labor and is paid for by
5 public funds. If it is completely paid for by
6 private funds prevailing wage does not apply.

7 LEGISLATOR BYNOE: I think we had
8 established that but I appreciate you
9 expounding a little.

10 MR. MCDERMOTT: I missed part of
11 the question so I'm sorry.

12 LEGISLATOR BYNOE: I appreciate
13 you. Thank you. I just don't like the idea
14 of it. Maybe we could have not gone for a
15 prevailing wage but we could have encouraged a
16 living wage or something to ensure that they
17 were paying, this commercial enterprise was
18 paying individuals who are in their employment
19 as they derive a significant benefit from the
20 county.

21 Then we get to public use and you
22 state that larger signs identifying county --
23 identifying the county, Nassau County
24 Equestrian Center as opposed to the current
25 signage. I think the current signage, I hear

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2 you, but I find that probably be the least of
3 the issues. Probably more cultural that we
4 have to deal -- we need to make sure they
5 understand further that this is for public use
6 and I think signage is great. So, the people
7 then identify and say oh, maybe let me call
8 the county and find out how I can access
9 this. I get the idea about the signage but I
10 think we're going to have to do a little bit
11 more. As I stated already, I think some of
12 that has to be contractual so that they
13 understand their public access.

14 MS. FRANZESE: That's in the
15 report because we visited the site and it
16 wasn't clear to us. If I was just driving by
17 with my family I wouldn't believe that I could
18 just hop out of the car with my kids and go
19 have them ride a horse. It doesn't make it
20 clear at all. There are other similarly
21 situated kinds of farms that say in big
22 letters, for example, Grossmans in Malverne
23 it's big letters open to the public. I think
24 it's important since this is a county-owned
25 property that county residents know they can

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2 utilize it.

3 LEGISLATOR BYNOE: Yes. Agree
4 100 percent. That needs to be cured as soon
5 as possible.

6 The only other point that I'm going
7 to make and it's -- I just want to confirm,
8 sorry. I know that there's a reserve fund
9 that's required for the capital improvement.
10 You note in your report that the new agreement
11 entirely removes the requirement for a reserve
12 fund for public programs for any purposes. Is
13 that accurate?

14 MS. FRANZESE: The reserve fund
15 is not required in the new agreement. It was
16 required in the old agreement. However, as I
17 mentioned earlier, even regarding the old
18 agreement it was not set up I think until well
19 into the ten-year term. I believe there's
20 something -- I'd have to ask the parks
21 department to come up here to talk to you
22 about that because there was definitely a
23 situation regarding their reserve fund where
24 it's not required anymore but I believe that
25 the parks department had an explanation for

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2 that.

3 LEGISLATOR BYNOE: I would love
4 to hear it.

5 MR. MCDERMOTT: I hope you get
6 some sort of explanation Legislator. First,
7 in the current agreement the reserve fund was
8 being set up, and again, we're correct, it was
9 set up very late, but the funds are to be used
10 to be reinvested into the premises and the
11 operations thereon. So, that's what the
12 reserve fund was to be used for.

13 It included funding for public
14 programs as an authorized use of the funds.
15 This language does not compel use of these
16 funds for public programs. Public programs
17 are required under Section 6.1 but the funds
18 themselves weren't. In this case, the reserve
19 fund was actually started because this was
20 purchased with open space funds. And the
21 general concept is you cannot really take
22 money from open space programs and that's why
23 it gets reinvested back into the property. So
24 the county gets some sort of return on it and
25 we keep everything going.

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2 However, there is an exception.

3 There's the five percent rule where if you do
4 a calculation, and in this instance outside
5 bond counsel did a calculation, they take the
6 total bond amount, not just the amount that
7 was used to purchase this but the whole bond,
8 they apply the proposed income and if it's
9 less than five percent overall, all income
10 from all parts of the bond, if it's less than
11 five percent the county can receive the
12 money.

13 In every parks' contract the only
14 time there is a reserve fund is when it's
15 either we have bonds attached to it and no
16 calculation has been done. And other than
17 that, like at Morley tennis, there's no
18 reserve account, they pay us. This was set up
19 the same way because bond counsel said we can
20 receive the money. They're still responsible
21 to do the capital improvements, to do the
22 maintenance, to do public programing. They
23 still have all of those obligations. But
24 because bond counsel said the county can
25 actually accept the money as opposed to

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2 putting it into a reserve account that mostly
3 would get put back into the premises. If some
4 amount is put into programing or public
5 programing a lot of it could be put into the
6 premises because this is a standard county
7 clause.

8 So, that is why parks did not
9 require a reserve account because he's still
10 required to have public programing and the
11 county is now able to actually make some money
12 on it.

13 LEGISLATOR BYNOE: So earlier I
14 asked about young people having the discounted
15 access. That's different. But the public
16 programing --

17 MR. MCDERMOTT: Again, Section
18 6.1 --

19 LEGISLATOR BYNOE: Is there
20 anything --

21 MR. MCDERMOTT: I'm sorry -- does
22 require public programing and it actually
23 gives a list of some of the things. And when
24 I happened to be looking at a lot of the
25 support letters, there were letters against

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2 but there are a lot of support letters and I
3 believe several of them were sent to the
4 Presiding Officer and Legislator Abrahams,
5 they listed many things like free pony rides
6 and camps and other things where disadvantaged
7 both physically and mentally children got
8 programs that got use out of it and people who
9 were not financially able to pay full price
10 received it.

11 And there's a lot of letters and I
12 know that they were sent to like both Majority
13 and Minority and now it's probably a year
14 ago. So, they actually have done that and
15 part of the review process that Parks has to
16 do of programing and pricing they can insist
17 on a discount for county residents. And if
18 they don't approve then he can't operate. If
19 they approve his pricing he can't operate. So
20 there is a mechanism. Is it specific? No.

21 LEGISLATOR BYNOE: There's no
22 minimum threshold that they have to meet so we
23 can incentivize them to actually provide these
24 public programs? Because while there have
25 letters on both sides of the issue in support

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2 and then in opposition, you know, some of the
3 concerns were that this was operating as a
4 private type of center and that there was some
5 exclusivity to access there. There were some
6 allegations made like that. As a fiduciary
7 and as a legislator whose responsibility is to
8 ensure that people have direct access to
9 programing, I feel compelled to ask whether
10 there's a minimum. Because if somebody wants
11 to operate as a --

12 MR. MCDERMOTT: As it stands
13 anyone can actually go in and use the
14 facility. It's in the new contract. There
15 are also many of the letters saying that this
16 is an inclusive. Nonexclusive. This is
17 coming from people who have been there well
18 before the current operator took over. As a
19 matter of fact, they said Mr. Russo was a God
20 send for saving it, renovating it. But I'm
21 just saying they're saying that it's an
22 inclusive community. Not my words. I know
23 none of them. I know nothing about horses.

24 LEGISLATOR BYNOE: We have some
25 comments that came in today that actually

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2 speak from a different perspective. Let's
3 just say that. Without having the ability to
4 vet some of those concerns, because I'm only
5 getting them today, they were put on my desk
6 earlier today, dated today, April 26, 2021, I
7 have to ask the questions. So, that's what
8 I'm doing now is asking the questions.

9 MR. MCDERMOTT: I understand.

10 LEGISLATOR BYNOE: And bringing
11 these issues into the forefront. Thank you
12 for your answer. I appreciate it.

13 I think I have one other in closing
14 and it's related to the horses and the care of
15 the animals. Cornell made some
16 recommendations and they recommended that
17 overall it sounded like the horses were
18 treated very well. They just stated that
19 there was some restlessness, which is not
20 uncommon during the I guess the winter months
21 and they suggested that the horses get a
22 little more activity. And I think that that
23 enclosed area that they created would allow
24 the horses during the winter to get out and
25 get some more recreation.

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2 So, I just wanted to know if that
3 recommendation, and I don't think this is for
4 you, I'm sorry Ms. Franzese, I think it's for
5 the parks department whether that
6 recommendation has been accepted and is
7 currently in practice?

8 MS. KRIEB: Again, I'm not a
9 horse owner but we had many unannounced visits
10 from people with expertise in animal care and
11 they all concluded that the animals were being
12 treated well, they were being fed, they were
13 being exercised and they always had water.

14 We have support letters from many
15 veterinarians, many stables owners, the people
16 who are in the stables. Cornell, Village of
17 Brookville. The fire marshal went in and
18 checked to make sure they were up to code.
19 And DPW inspected the building and that had
20 met code compliance as well as neighbors.

21 So again, although you're getting
22 that comment, I don't believe that he is not
23 exercising the horses. I think they're being
24 treated properly. And I'm only going by the
25 experts that stopped in to check unnoticed.

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2 LEGISLATOR BYNOE: Again, not my
3 words, reading directly from Cornell.

4 MS. KRIEB: I don't know what
5 letter you're reading. Cornell did say they
6 could have more exercise but it wasn't a level
7 that the animals weren't getting exercise.

8 LEGISLATOR BYNOE: I'm just
9 asking did he adhere to this recommendation?
10 That's all I'm asking.

11 MS. KRIEB: Yes. He's aware of
12 these recommendations.

13 LEGISLATOR BYNOE: Not just
14 aware. Is he adhering? Has he cured this
15 concern that Cornell put forward?

16 MS. KRIEB: I know that Mr. Russo
17 spoke with Cornell when they were there. I
18 don't know for a fact that he's increased the
19 activities of the horses. I don't have that
20 in writing from him. I know he met with
21 them. He took their recommendations. I can
22 assume that he has improved on it but I don't
23 know that for a fact.

24 LEGISLATOR BYNOE: This is
25 something that I understood there was going to

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2 be some oversight committee at some point
3 whenever if it does get approved, and I
4 suggest that be one thing that we look at. We
5 just want to make sure -- look, it was glowing
6 assessment from Cornell with a recommendation
7 for more turnout times. And I think given
8 their expertise and our reliance on Cornell to
9 have assessed the conditions there that we
10 need to adhere to the recommendations. Thank
11 you. I'm done.

12 LEGISLATOR NICOLELLO: Thank
13 you. Legislator DeRiggi-Whitton and
14 Legislator Schaefer have follow-up.

15 LEGISLATOR DERIGGI-WHITTON: My
16 colleague, Legislator Siela Bynoe, did an
17 excellent job covering most of the questions I
18 had.

19 I've been aware of the situation
20 for over a decade. I know there have been a
21 lot of issues there. When I was in my
22 district I attempted to bridge the gap between
23 Mr. Russo and many of the I would say tenants
24 there as well. I'm sorry that it's still
25 going on because it's such a beautiful place.

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2 You all have such a beautiful hobby that you
3 enjoy. The horses I know how important they
4 are to you. I know this is an aspect of your
5 life that you enjoy.

6 It really bothers me every time I
7 speak with anyone or any time I read anything
8 it's so negative. It's a situation that I
9 tried to resolve myself, and I know that we're
10 still -- sounds like we're still in this same
11 position. I know when you meet with Mr. Russo
12 he'll show you how far the place has come.
13 All the improvements he's made over the
14 years. The pictures of the dilapidated
15 buildings when he first took over. It's
16 amazing that they were still standing when he
17 came in. I know his personality. He's kind
18 of a no-nonsense person in the sense that I
19 think he tries to do the right thing but I
20 don't know if he always is as careful as he
21 should be.

22 And on a number of issues that
23 Legislator Bynoe brought up such as the
24 fingerprinting and things like that he needs
25 to have oversight. I'm glad that you're

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2 forming this committee. I think having
3 Cornell look at the horses, making sure that
4 the horses are safe with the fire marshal.
5 Making sure that the food, I know the food was
6 an issue sometimes. I want to ensure that
7 we're doing everything that we can as a county
8 to have oversight over Mr. Russo.

9 Can I ask Jodi if you don't mind?
10 I know as an inspector general you did review
11 the whole process. Is there anything glaring
12 in your report other than the few
13 recommendations that I saw that would have you
14 hesitate to grant this contract to Mr. Russo?

15 MS. FRANZESE: The thing that
16 came up the most, and this is not -- it was
17 more about the county's failure to oversee
18 what is a long-term agreement for us and to
19 make sure that the vendor complied with the
20 terms of the agreement.

21 As far as what we learned in our
22 findings, at this point it seems that with the
23 new agreement and with an oversight committee,
24 I don't like to opine because I'm not an
25 elected official, you allow me to be here, my

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2 thought is that this is definitely a better,
3 we're in a better state of affairs than with
4 the prior agreement. But I don't have
5 anything glaring that I can tell you that I
6 think would be of significant concern at this
7 point. Everything's written in the report and
8 we stand by all our findings.

9 LEGISLATOR DERIGGI-WHITTON: This
10 is now in Legislator Lafazan's district, this
11 facility. However, on that commission I do
12 understand you have representatives from the
13 parks department. But possibly, I don't know
14 if Josh could be informed of any of the
15 concerns. And I've been receiving emails for
16 many years I'm happy to be on that too. I'm
17 going to have the legislators have oversight
18 as well.

19 So, it's unfortunate. I wish that
20 we felt more positive about this whole
21 situation because I know there is a lot of
22 funding involved, personal funding that these
23 people pay to keep their horses there. It's a
24 beautiful spot but it's always had kind of a
25 black cloud over it in the sense that I feel

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2 that it has not worked in the past. I
3 understand we chose this vendor again. I
4 happen to get along with him on a lot of
5 levels. I respect a lot of the things that he
6 does but I do think there are a lot of
7 improvements that have to be done. I
8 appreciate you outlining them.

9 I know of many of the concerns of
10 the public comments but I want you to all know
11 that you're not going on deaf ears. We really
12 all try to take a personal interest in this
13 facility and we will continue to do so.

14 LEGISLATOR KOPEL: I've got a
15 question for the parks department and that is
16 as to the selection process. I understand you
17 had five bids on this and this one was
18 selected as the best. Can you just simply
19 explain why this was best in your opinion?

20 MS. KASO: So, when we issue RFPs
21 we very clearly outline the selection
22 process. Basically how we evaluate each
23 proposal and we assign percentage values to
24 each category. Off the top of my head I
25 cannot remember exactly what they were for

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2 this RFP but it tends to include the, in a
3 revenue contract case, the benefit to the
4 county, financial benefit to the county.
5 Along with experience, the overall profile of
6 the vendor and the organization. Sort of the
7 resumes of the principals.

8 LEGISLATOR KOPEL: I get your
9 general principals but you don't know --

10 MS. KASO: But why specifically
11 this one?

12 LEGISLATOR KOPEL: Yes.

13 MS. KASO: He obviously has
14 experience working with a municipality in
15 particular and operating this type of
16 property. So, he had a little bit of a lead
17 over some of the other proposers.

18 LEGISLATOR KOPEL: The number two
19 was there a tremendous discrepancy in
20 preference between numbers one and two here?

21 MS. KASO: No. I would say for
22 the most part between the number two --

23 LEGISLATOR KOPEL: They're
24 close?

25 MS. KASO: They're close but I

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2 can't remember.

3 LEGISLATOR KOPEL: And number one
4 has a documented history of noncompliance,
5 right?

6 MS. KASO: I would say sure, yes.

7 LEGISLATOR KOPEL: That's what
8 troubles me. Why would that not tip the
9 balance? If you've got someone who we already
10 know doesn't pay particularly good attention
11 to the contractual provisions why wouldn't we
12 want to move on?

13 MS. KASO: I would say generally
14 speaking the committee felt that his
15 noncompliance was not necessarily intentional
16 and was perhaps -- the oversight from the
17 county could have been better, which we're
18 obviously trying to fix going forward.

19 LEGISLATOR KOPEL: Did the
20 oversight account for the noncompliance in any
21 way? In other words, was the oversight
22 necessary for the operator to know what the
23 provisions of the contract were and to
24 comply?

25 MS. KASO: I mean, I'm presuming

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2 that he read the agreement and knew what was
3 in it.

4 LEGISLATOR KOPEL: So, the answer
5 is that they just did not comply. Knowing
6 what the contractual provisions were they
7 nevertheless did not comply, would that be
8 fair?

9 MS. KRIEB: So, there's many
10 aspects of the contract. The ones that we
11 brought up today are his lack of public
12 programing, which we know he did programing,
13 maybe not to the extent others would like him
14 to do but as far as the running of a boarding
15 stable, investing over a million dollars in
16 improving it to start with, it was in shambles
17 when he took it over. He was asked to do
18 \$500,000, he put in million dollars and he
19 still wasn't done.

20 The people that board their horses
21 there who have stayed with him are very happy
22 with their horses being -- the way they're
23 being kept and fed and exercised.

24 To the extent that we did not, the
25 parks department jointly with the real estate

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2 department that oversight was not there. But
3 perhaps going forward with our involvement in
4 enforcing and regulating the scheduling of
5 programs that will improve. But basically the
6 intent of him running a boarding stable he was
7 very, very good at and we have found nothing
8 that says that he wasn't.

9 The fact that he was a little bit
10 lax in running a program for young children or
11 offering camp or putting our name on a sign
12 that seems not incidental, it's an important,
13 but the important part was that he improved
14 the facility and he's running a boarding
15 stable with many people very happy. There may
16 be a handful that left or were asked to leave
17 but that was not in the contract. That's him
18 operating his business.

19 LEGISLATOR KOPEL: So,
20 essentially you are saying then that the
21 noncompliance was not central?

22 MS. KRIEB: A lot of
23 noncompliance we referred to today was his
24 programing, giving it to the public, which is
25 important because the taxpayers own that

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2 property but it can be improved.

3 LEGISLATOR KOPEL: You're
4 satisfied that going forward this will indeed
5 be improved?

6 MS. KRIEB: Yes, because that's
7 something that we can wrap our hands around
8 and enforce programing. We do it every day.
9 As far as animal care, horse care --

10 LEGISLATOR KOPEL: When you
11 pointed it out to them have they been
12 responsive?

13 MS. KRIEB: Yes. And he's
14 willing to do it and he needs to improve it
15 because it's part of his contract that he has
16 it. And now with one department overseeing it
17 it will be enforced. Especially with the
18 oversight of an outside board.

19 Also, the people who came on the
20 evaluation committee, of course it was parks
21 people looking at it from an administrative or
22 a business point of view, but the people who
23 sat there from the mounted police and from the
24 SPCA they've dealt all over the industry of
25 horse buying and selling and care and they

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2 were 100 percent on board with this gentleman.

3 LEGISLATOR KOPEL: As opposed to
4 number two?

5 MS. KRIEB: He scored higher than
6 number two, yes.

7 LEGISLATOR KOPEL: Significantly
8 so. Okay. Fine. Thank you.

9 LEGISLATOR NICOLELLO: I think
10 I'd like to call up some members of the public
11 at this point. Christina Tabaco Weber.

12 MS. TABACO-WEBER: Christina
13 Tabaco-Weber. I would like Kathleen Kleinman
14 to go first. She will kind of lay the
15 groundwork and I'm happy to speak after her.

16 LEGISLATOR NICOLELLO: That's
17 fine. Kathleen Kleinman.

18 MS. KLEINMAN: Good afternoon
19 legislators and thank you for taking the time
20 to listen to our public comments.

21 I was going to just read my script
22 here which I put together but I'm just going
23 because other items have come up. My focus
24 would be on the historical background of the
25 acquisition and you'll see from my credentials

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2 where I'm coming from.

3 But there have been comments about
4 why this operator versus the second ranked
5 operator. There has been talk about
6 oversight, and I just wanted to say that I
7 have a copy here, and Ms. DeRiggi-Whitton was
8 helpful back when we first bought things up,
9 but I have something here from 2013 with
10 standards and so forth that were developed by
11 Suffolk County, which had great critical
12 points for horse care, for operating a horse
13 facility and so forth. Unfortunately, Suffolk
14 County also lacked the appropriate oversight.

15 So, back three years ago that
16 stable, West Hill Stable known as Sweet Hills
17 in West Hills Park, was the site of a huge
18 toxic dump and it took more than two years to
19 clean it up. That was really due to lack of
20 oversight from Suffolk County. Here we have
21 problems at this particular venue from also
22 lack of appropriate oversight.

23 So, one thing I want to talk about
24 is the oversight. And oversight is only as
25 good as who is making up that committee.

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2 While mounted police and Mr. Rogers from the
3 SPCA are informed and good, there really needs
4 to be somebody else. There needs to be
5 somebody who is a boots on the ground person,
6 at least two, perhaps from the stable
7 facility. There needs to be probably somebody
8 from Cornell that you have already tapped
9 into. And there should definitely be a
10 veterinarian.

11 When I sat in on the pet safe
12 meetings below the county jail for major
13 emergencies and how pets would be handled, Dr.
14 Howard Flynn sat in on all of those and made
15 recommendations and everyone felt pretty
16 comfortable with what he would say.

17 So, I'm saying oversight is good.
18 Committee members and who sits on them really
19 puts the teeth and the knowledge into what
20 information you're going to get. And it
21 should happen on a pretty regular basis as
22 well. So, I will proceed to my script.

23 So, I'm Kathleen Kleinman, past
24 president of the Muttontown Horseman's
25 Association. Founding board member of the

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2 Nassau Land Trust where I served for 13
3 years. I served on the Muttontown Preserve
4 Master Plan Committee. I have attended
5 conferences around the country representing
6 the Horseman's Association and the Land
7 Trust. A long-term member of the National
8 Kentucky-based organization Equine Land
9 Conservation Resource.

10 I'm a practitioner of natural
11 horsemanship myself and over the years I
12 visited and trained at numerous horse
13 facilities ridden trails in various US
14 parklands and foreign countries. These
15 experiences gave me the knowledge of different
16 styles of horse facilities, both public and
17 private.

18 General industry standards of
19 horsekeeping, health care, best practices,
20 public safety standards, disaster preparedness
21 procedures. Environmental best practices and
22 trends within the equine community and threats
23 to the equine industry.

24 Nassau County has seen a decline in
25 the number of horses living in the county due

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2 mostly to rapid land development and societal
3 changes resulting in loss of stables and
4 trails. The skyrocketing cost of horsekeeping
5 in the remaining facilities over the last two
6 decades have forced many owners to less costly
7 areas of Suffolk County or give up their
8 pastime entirely. Of course this leads to
9 decreased revenue for Nassau County as well as
10 lost jobs and opportunities for residents to
11 enjoy a wonderful sport with a long history.

12 There was considerable excitement
13 within the equestrian community back in 2008
14 when the Discount family, with the help of the
15 Nassau Land Trust, successfully navigated the
16 environmental bond application process.

17 Old Mill was chosen to be purchased
18 for preservation and it was publicly hailed as
19 one of the best acquisitions of the program.

20 In the open space acquisition
21 description of the Old Mill purchase
22 accessible public programs, reasonable
23 boarding costs and close proximity to the
24 Muttontown preserve trail were listed as prime
25 factors in its purchase.

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2 Other assets were its location as
3 part of the New York State map of underground
4 aquifer recharge basin and the connection to
5 other nearby historical Quaker properties.

6 That's the rundown, but historic
7 stable was purchased and preserved by Nassau
8 County is wonderful but it has failed to
9 become a magnet for seasoned horsemen and
10 draws very few potential new equestrians.
11 Instead of a being a valuable boost to the
12 waning equine industry of the county, it's
13 being operated as a virtually private high
14 cost show barn. Taxpayer dollars were paid
15 for the bond property that preserved the land
16 while offering little to the public.

17 And I have to throw in that I was a
18 boarder there and I left about five years
19 ago.

20 I have repeatedly pointed out that
21 the remedy for this is fairly straightforward
22 but despite extended dialogue with county
23 officials has yet to be properly implemented.

24 A better industry specific RFP
25 needs to be crafted. Now we talked about the

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2 improvements to the RFP and the contract and
3 I'll say that there have been some changes.
4 But it may not be as good as it should be
5 without some of the input that I mentioned.
6 Other people will get up and address some of
7 the other items.

8 But during the last RFP process
9 there was input from a couple of mounted unit
10 members and so forth. We've spoken about
11 that. Needs to be reformulated.

12 I want to say that the advisory
13 committee having people from the local horse
14 community is not out of the question in that
15 Grossman Farms, now Crossroads Farm, Nassau
16 Land Trust actually put in our RFP response
17 that we would work with the Malverne
18 community, the farm community group that was
19 in existence and was really interested in
20 helping pull the farm together.

21 And so, I don't see that there is
22 any kind of a problem with having some kind of
23 volunteer, couple of people to help with
24 that.

25 Collaboration between county

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2 officials and volunteer advisory committee
3 members could make certain the winning bidder
4 was concerned for animal welfare, kept
5 reasonable boarding costs, promoted
6 opportunities for local trainers, offered
7 multidiscipline levels, scheduled trail rides,
8 partnered with community groups like scouts
9 and first responders.

10 In addition, I've spoken twice at
11 OSPAC board meetings about the RFP contract
12 and operational issues at NEC. Now, we keep
13 talking about things that need to be
14 remedied. Mr. Russo came in initially in
15 February of 2009. We are now in April of
16 2021. And there are so many things that we're
17 still not in compliance. He had all that time
18 to work on them. And my friends and I have
19 been in contact with the county about those
20 issues. Despite that, there's still a number
21 of things outstanding. After Suffolk
22 County --

23 LEGISLATOR NICOLELLO: Ms.
24 Kleinman, I would just ask you to wrap up.
25 It's about five minutes per speaker.

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2 MS. KLEINMAN: Thank you.

3 Why should you care? Because
4 Nassau County can and should do better.
5 Please revamp, reissue the RFP, make the
6 contract something that will stick and have
7 something in there that the operator will be
8 supervised by an oversight committee and that
9 it's done on a scheduled basis that is
10 outlined. I feel like soliciting information
11 from qualified industry professionals is key
12 and I don't mean just the mounted police and
13 SPCA. Thank you.

14 LEGISLATOR NICOLELLO: Thank
15 you. Now Ms. Tabaco-Weber.

16 MS. TABACO-WEBER: Hi. Thank
17 you. Good afternoon. Let me introduce
18 myself. You know my name. I am the current
19 president of the Nassau Suffolk Horseman
20 Association. I'm the past president of the
21 Long Island Dressage and Combine Training
22 Association and I'm also a member of the New
23 York State Horse Counsel. I've been a trainer
24 for 27 years, which is a number I hate to
25 state, here on Long Island. I have taught at

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2 many barns in Suffolk and Nassau County as the
3 business required.

4 My question for you is, do you have
5 any questions for me regarding how a training
6 business is operated? Regarding how a
7 boarding business is operated? I have been at
8 many barns, and I can tell you the good and I
9 can tell you the bad. We were talking about,
10 Ms. Krieb was talking about how the horses are
11 well cared for. The horses are well cared for
12 at the majority -- the majority of horses at
13 Nassau Equestrian Center are not directly
14 under Mr. Russo's care.

15 How the operation works at many
16 barns is a trainer rents a block of stalls,
17 ten, 20, 30, from the owner or in this case
18 from Mr. Russo. Then runs their business
19 underneath. Like they run their business at
20 Nassau Equestrian Center or another barn and
21 that means that they hire the grooms, the
22 people take care of the horses, clean the
23 stalls, feed the horses, turn them out. It
24 also means that they pay for their own hay,
25 grain and shavings for the horses. So that

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2 the owner of the barn really has no direct
3 need to be involved in the day-to-day care of
4 the horses.

5 So when New York mounted, sorry,
6 Nassau Mounted and the SPCA go in you're
7 seeing very high-end show horses. These are
8 like the Ferraris and Lamborghinis of the
9 world being cared for at the highest level
10 compared to the majority of horse owners on
11 Long Island. The majority of horse owners on
12 Long Island are not actually wealthy. They,
13 like boat owners, have enough disposable cash
14 to afford a horse but they are in no way
15 wealthy. This horse to them is their form of
16 recreation. It's a living, breathing member
17 of their family like the dogs and cats in your
18 homes.

19 Nassau Mounted, with all due
20 respect, they have very good ideas about horse
21 care and I agree with it. Their experience is
22 related to how a Nassau mounted horse must be
23 housed and trained and not directly relates to
24 how a commercial boarding operation regarding
25 sport horses and pleasure horses should be

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2 maintained and cared for. And there is a
3 difference how you a treat a mounted horse and
4 what's expected of it is certainly not what a
5 pleasure horse would be exposed to nor a sport
6 horse. And there are differences in how they
7 need to be managed.

8 To -- I'm going to say it wrong --
9 Ms. Bynoe, to your concerns about how the
10 horses were turned out. I agree 100 percent
11 horses must have turn out. There's concerns
12 about in the winter and stuff like that with
13 ice. That's a whole different concern. But
14 yes, the horses should have regular turnout
15 and exercise.

16 I would ask that you look at other
17 successful operations both public like DDR
18 Farms currently at West Hills Park where the
19 dumping had taken place in Sweet Hills, was
20 formerly Sweet Hills, and also Lloyd Harbor
21 Equestrian Center located in Caumsett State
22 Park. It is an RFP by the state park. You
23 can look at both of those commercial
24 operations and see on any given day how
25 they're run and how open they are.

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2 You can look at private
3 operations. In particular, although Thomas
4 School of Horsemanship in Huntington is
5 closing, it has been for sale, it ran
6 successfully for 70 years. A hugely
7 successful lesson program that I think the
8 majority of people on Long Island are familiar
9 with and many in this area, Nassau and western
10 Suffolk, attended at some point. Their
11 children attend and their grandchildren
12 attend. That would be something you could
13 look at why aren't there public programs.

14 Both Thomas School and DDR offered
15 programs to Girl Scouts. As far as handicap
16 programs at Nassau Equestrian Center, I will
17 point out there's an excellent facility right
18 around the corner at SUNY Old Westbury called
19 Horseability that deals incredibly well with
20 disabled children of every range.

21 The other question I have is, when
22 you're discussing again Mr. Russo's repeated
23 violations and failure to comply and certainly
24 when you look at the proposal for this
25 property the original vision and what has come

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2 about 12 years he's had to put forward public
3 programs. There's no public programs. And I
4 can tell you as president of Nassau Suffolk
5 when I tell people oh, you know you can go
6 ride at Nassau Equestrian Center they're like
7 no, you can't. John never picks up the
8 phone. I've called, I've called. I never get
9 a call back. People are completely unaware
10 that they have the right to bring their horses
11 there, make an appointment, come in, use the
12 trails, use the facilities. No idea at all.
13 If they are, nobody knows that this is open
14 space. Nobody knows that this is available.

15 Again, I'm urging you to look at
16 other successful operations in the area and
17 how they run their business and say why isn't
18 Nassau Equestrian Center looking like that?

19 Saturday afternoon, coming to this
20 beautiful weather, you should roll down and
21 there should be lessons, there should be
22 leasing, there should be all kinds of
23 activities. And I rolled down on a beautiful
24 spring afternoon and from the road nothing is
25 happening.

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2 Also, the last point I want to
3 bring up, I understand when the choosing
4 process, the difference between the operator
5 one John and operator two, the second proposal
6 was they didn't pick it because they were
7 buying and selling horses and Nassau County
8 didn't want to be a part of that. Buying and
9 selling horses is a standard business practice
10 for owners to make money. It's part of the
11 business. The boarding operation at the basic
12 level does not bring in the revenue or it does
13 not to the amount that buying and selling a
14 horse does or leasing horses.

15 Mr. Russo currently offers
16 leasing. Leasing is a huge generator.
17 There's no difference between leasing and
18 buying. If you have a lesson horse that's
19 falling down the ranks and needs a lesser
20 range of activity and you have a person in
21 your program who would like to buy that horse
22 you're telling me Mr. Russo wouldn't be
23 willing to sell that horse? Buying and
24 selling horses should not be a reason to
25 choose one respondent over another. There's

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2 no reason that you can't buy and sell horses.

3 People do it all the time from racetrack

4 owners to the backyard person.

5 I appreciate your time. It's very

6 heartening to hear that you have taken our

7 concerns. We've been going at this for ten

8 years. This is a valid concern. This

9 facility should be a flagship facility.

10 There's the New Jersey Horse Park, Bucks

11 County Horse Park, the Kentucky Horse Park,

12 which ran a national event just this past

13 weekend. There's no reason that Nassau County

14 shouldn't be having something, maybe not a

15 national event yet, but something like that

16 where the county can be proud to say we host

17 Olympians that come in.

18 And when the RFP is put out it's

19 very difficult to find that only very few

20 people find it. I would like to be able to

21 post it to national organizations. And

22 wouldn't it be wonderful to have somebody

23 who's nationally recognized come in, a

24 nationally recognized trainer to come in and

25 be able to operate out of that facility. To

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2 have Olympians come in. To have people who
3 have won at the international level come in.
4 Right now nothing like that is happening.
5 Thank you for your time. I really appreciate
6 it.

7 LEGISLATOR NICOLELLO: Thank you
8 very much. Jennifer Armstrong. Sorry. Go
9 ahead Ms. Armstrong.

10 MS. ZWERLING: I'm Robin
11 Zwerling. I've been a rider for over 50 years
12 and a former boarder at Old Mill for over 15
13 years and I will not return to Old Mills. So
14 I have no personal interest in this. I hope
15 you indulge me because there have been a
16 number of comments that bear on my comments
17 this afternoon. I will try to talk fast and
18 get it all in.

19 There is a black cloud over this
20 facility. From early 2010, starting with a
21 letter to Mr. Mangano and up to the present,
22 we have alerted the county and most, if not
23 all of you, directly to serious issues and
24 asked for help. But we did get a lot of lip
25 service from the county.

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2 In May 2016 this binder was
3 submitted to the county at a meeting run by
4 Mr. Walsh of the real estate department.
5 Ms. Krieb was there. I believe Mr. McDermott
6 may have been there as well. I'd have to look
7 at the attendance.

8 And this binder documents problems
9 that were occurring at Old Mill from the time
10 that Mr. Russo took over until that meeting in
11 2016. And this much of the binder, I really
12 ask you all to look at it, this much of the
13 documents are documented complaints,
14 correspondence with the county, correspondence
15 with Mr. Russo and proof of the problems at
16 Old Mill. In here is an early fax by Mike
17 Tilly to Mr. Russo with a two-page single
18 space list of problems that Mr. Russo was
19 supposed to address.

20 Number two was Mr. Russo's
21 threatening and abusive behavior toward
22 boarders. We never heard anything about
23 that. Never heard that Mr. Russo addressed
24 any of these issues.

25 After our presentations at the May

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2 2016 meeting Ms. Krieb said we heard you. Now
3 what do you want us to do about it? That was
4 incredible since the county should know what
5 to do about it.

6 After that meeting we got no
7 feedback and nothing was done that we know
8 of. It was all the status quo. More
9 information, more binders, more correspondence
10 was sent to the county over the years. We
11 pointed out specific instances of violations
12 of the lease and also pointed out specific
13 potential violations that the county should
14 investigate. In fact, we provided a marked-up
15 version of the agreement with comments under
16 certain portions directing their attention can
17 you look at this? Can you answer these
18 questions? But that never happened. That was
19 just status quo.

20 Now, at the end of this RFP
21 process, in November 2019, at a meeting with
22 Ms. Krieb and Mr. McDermott and others we were
23 told that they recommended that Mr. Russo be
24 awarded this lease again. What was more
25 shocking was that they said that none of our

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2 prior proof of mismanagement and violations
3 was even considered. And we all have to ask
4 why not? And specifically this binder, the
5 other binders were not considered. And that
6 wasn't in the past. That has to do with his
7 violations over the course of ten years.

8 When we pointed out at that meeting
9 that the IG, inspector general's investigation
10 was ongoing they seemed to act surprised and
11 so they didn't know. Which was unbelievable.
12 The inspector general issued a report and
13 found violations, which she relayed to you, of
14 the prior lease. Most of them were excused
15 away by self-serving statements by Mr. Russo
16 saying oh, we won't do that again and the
17 inspector general didn't address many of the
18 complaints.

19 I won't go through the failures
20 that the inspector general found but, for
21 example, the reserve fund, no matter what the
22 excuse is, you didn't have one. He violated
23 it.

24 Now let's look at the issue of the
25 financial reports. In response to a FOIL in

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2 2014 the county produced only a few reports
3 with inadequate information. At the meeting
4 in 2016 again, the May meeting, we had raised
5 the missing financial reports and the
6 deficiencies in the ones produced. Ms. Krieb
7 was emphatic that the comptroller would never
8 allow that to happen. But it did. And
9 contrary to that contemporaneous information,
10 the inspector general's report says that the
11 information statements were all on file but as
12 Mr. Russo claims --

13 LEGISLATOR NICOLELLO: Excuse
14 me. Mr. Pulitzer what does that mean?

15 MR. PULITZER: The five minutes
16 are up sir.

17 LEGISLATOR NICOLELLO: Thank you
18 sir.

19 MS. ZWERLING: Please indulge me
20 since the county addressed many of these
21 issues.

22 LEGISLATOR NICOLELLO: We will
23 let you wrap up. We're not going to stop you
24 on a dime but --

25 MS. ZWERLING: I'll speak

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2 faster. I'll try to wrap up. But please
3 indulge me. This was a ten-year situation and
4 I know the county was able to say many things
5 to you. I will speak fast. Thank you.

6 LEGISLATOR NICOLELLO: No, no
7 ma'am. Please wrap up.

8 MS. ZWERLING: I'll wrap up.
9 Financial reports, the county says they were
10 lost, that they couldn't be found, but then we
11 never heard anything about them.

12 Someone who oversaw the agreement
13 from 2010 to 2013, someone we never knew the
14 existence of, who claims to recall financial
15 information, who was this person? We don't
16 know. We didn't know anything about him or
17 her.

18 And the county accepts the
19 financials that state that as -- they accept
20 the financials as true. But at the same time,
21 quote, the operator's books and records lack
22 accuracy, closed quoted.

23 Let's just talk quickly about the
24 prevailing rate. I am wrapping up. The
25 prevailing rate. We asked in writing were

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2 prevailing rates paid? What were the
3 prevailing rates for constructing the upper
4 part of the indoor ring? Because the grooms,
5 who shovel manure and take the horses in and
6 out of their stalls, constructed the top part
7 of that indoor ring. Were they supposed to be
8 paid minimum wage? Were they supposed to be
9 paid rates for construction? Were they even
10 allowed to do this? This was never answered
11 by anyone at the county.

12 Did the inspector general look at
13 any of the payment records for these people?
14 Were there checks? Were the taxes paid? Were
15 they paid in cash? Did you look to see what
16 they were paid? Were they paid minimum wage?

17 The inspector general spoke with
18 Mr. Russo and a few others, but at no time did
19 the inspector general ask any of us questions
20 about our firsthand experience at Old Mill.
21 Those who had submitted all of this proof and
22 more.

23 In response to the IG report, we
24 submitted, one of us submitted FOILs, that I
25 would also like to have put into the record,

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2 which asked for specific backup for the IG
3 report. I have also three emails with me that
4 I sent to each legislator and other officials
5 at the county that I would also like to be put
6 into the record.

7 Now, astonishingly, the RFP review
8 committee has recommended to you to award
9 again the lease to Mr. Russo. And I have to
10 ask you which one of you would sign an
11 agreement --

12 LEGISLATOR NICOLELLO: Okay.
13 Thank you very much.

14 MS. ZWERLING: -- with someone
15 who has violated a prior agreement for ten
16 years?

17 LEGISLATOR NICOLELLO: Ms.
18 Zwerling, we appreciate your comments. We
19 gave you time to wrap up. Now, let's hear
20 from some of the other public. Thank you.

21 Jennifer Armstrong. Before you
22 start, we had extended the time from three
23 minutes to five minutes to give additional
24 time.

25 MS. PEIFFER: I don't think I'll

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2 take that much time.

3 LEGISLATOR NICOLELLO: As I said,
4 we're not making anyone stop on the dime.
5 Just when they go over just ask them to
6 summarize their comments have some.

7 MS. PEIFFER: I'm Jacqueline
8 Peiffer, and I submitted this last night about
9 the revenue and I wanted you to have the
10 numbers ahead of time so that you could really
11 walk through this.

12 My name is Jacqueline Peiffer. I'm
13 a longtime resident of Nassau County. A
14 former boarder for 25 years at Old Mill until
15 I was evicted for speaking to the county and
16 of course the county didn't back me up. So, I
17 have been riding, training and showing horses
18 for over 50 years and managed a farm myself
19 for five years.

20 As you have heard, there are many
21 reasons why Nassau County should consider
22 issuing a new RFP, and I am going to try to
23 quickly walk you through the revenue sharing
24 portion. This is a ten-year lease with a
25 five-year option. There are approximately 60

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2 existing stalls and number of temporary stalls
3 which are not mentioned anywhere that are not
4 included in any calculations. Some barns put
5 up temporary stalls from spring till fall.
6 They rent them out to trainers. New York is a
7 good central location for the showing season.
8 You can show all over the northeast and end up
9 out at the Hamptons.

10 So, some barns put up these
11 temporary stalls but you don't know about
12 that. He has temporary stalls there now and
13 what he's doing with them I don't know.

14 The numbers, as you can see, are on
15 page five and six. So, between the second and
16 eighth year Mr. Russo is giving the county
17 \$80,750 per year. 60 stalls at his basic
18 board rate of 1160. Which somebody told me
19 has now gone to \$1,200. That \$69,600 a month
20 in gross revenue times 12 months is \$835,200.
21 So, he is offering you a little less, about
22 9.5 percent of those figures.

23 What he is not including in here is
24 the new 25 stall barn. The new 25 stall barn
25 without question will be a full board barn.

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2 Right now these trainers are getting these
3 extras. But, unfortunately, two people
4 couldn't be here to tell that you it is the
5 barn that gets the extras. It's not
6 trainers. Chris does not go and groom her
7 clients' horses and give them baths before she
8 gives them a lesson. She gives them a
9 lesson. The barn gets paid to perhaps saddle
10 up the horse, give it a bath, clean it up
11 etcetera. But he's not talking about that.
12 But I'm telling you that this new barn will be
13 \$2,400 a month. That will be \$60,000 a month
14 gross revenue times 12 months will be an
15 additional \$720,000 that he is not speaking
16 about.

17 In the contract the cost of the
18 barn he is allocated at \$125,000. So you can
19 see that at \$720,000 a year that barn can be
20 paid off pretty quickly. This gives you a
21 gross revenue of a \$1,555,200 yearly which now
22 becomes five percent. He is now actually
23 giving you five percent of gross revenue not
24 the 9.5 percent that he talked about.

25 What is missing here too is the

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2 loss revenue of lessons. The North Shore
3 Equestrian Center at CW Post, a friend of mine
4 told me they do approximately 100 lessons a
5 week. I used the figure of \$60 which is the
6 lowest of Mr. Russo's lessons. Group lesson
7 is \$60. Semiprivate, private more expensive.
8 But I used the least amount.

9 So, 100 lessons a week at \$60 is
10 \$6,000. I said 40 weeks taking off for
11 weather or holidays or whatever. But it's
12 perhaps \$240,000 a year in revenue you're not
13 entitled to.

14 Gold Coast leases him -- Lisa
15 Zimmerman was supposed to be here and had
16 something happen -- she told that she does
17 about 160 lessons a week at Gold Coast. At
18 \$60 that's \$9,600 a week. Again, \$384,000 a
19 year you're not in that.

20 Nassau County does maybe a handful
21 of lessons a week because they don't answer
22 the phone, they don't return phone calls and
23 they don't want to be giving lessons because
24 their private boarders want a nice, quiet
25 facility for themselves and their horses. So

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2 you are losing all of the special programs.
3 He's had ten years to develop programs. We
4 would have loved to have clinics. We would
5 have loved to have Olympic riders come in and
6 do demonstrations and talk to us. Which other
7 barns all over Nassau, Suffolk County do
8 things like that. He's had ten years to
9 develop that. Zippo.

10 So, one thing that people haven't
11 spoken to a whole lot about here today is the
12 RFP. I just want to go through that quickly.
13 When you were asking these proposers to make a
14 recommendation to share revenue with the
15 county you failed to mention in the RFP that
16 the indoor ring was staying. In fact, the day
17 of the walk-through, also Nancy Henderson is
18 out of state, she was one of the proposers,
19 she was told specifically, she turned to one
20 of the county employees and said can I build
21 additional stalls? She was told explicitly
22 you may not build additional stalls. Don't
23 even think about it.

24 She said Jackie, I put 40 stalls in
25 the proposal anyway. Mr. Russo put in 25.

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2 She said if I'd known I could put in 25 you
3 think I would have put in 25? I didn't know.
4 Nobody spoke to her. It says in the RFP that
5 you're supposed to be notified if there are
6 any changes to the RFP. She was never
7 notified.

8 So, not only did they not know
9 about the indoor ring was staying, which is
10 year-round revenue, they didn't know any
11 number of stalls. People just put in that
12 number because they just put it in and took a
13 shot at it. But they did not know. Is the
14 number 25? Is the number 50? What if
15 somebody wanted to proposed 50 stalls? Would
16 you accept that? Nobody knew what to put in.
17 So how do you calculate your revenue when you
18 don't know what is allowed?

19 This RFP was biased to begin with,
20 and that's why we are asking you please to
21 rewrite a new RFP. It would only take 60
22 days. Rewrite the RFP. Put all the
23 information in. You've got 30 days to do
24 another walk-through.

25 Oh, Nassau County never interviewed

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2 anybody. They made assumptions about buying
3 and selling horses. Everybody buys and sells
4 horses. They made assumptions without once
5 speaking to any one of the proposers about
6 what was their vision for Nassau County. What
7 is it that they would do differently. Okay?
8 One of the proposers is famous for having
9 programs every single week at his barn. You
10 never spoke to anybody.

11 So we're asking you, bottom line is
12 we're asking you to please take 90 days. Give
13 everybody all the information and let's really
14 get an honest proposal on the table.

15 And when you have the review
16 committee, please not just Nassau County
17 employees and mounted police that only know
18 how to do mounted police. Let's have somebody
19 from the equestrian community. We can offer
20 you veterinarians. We can offer you people
21 like Christina and Kathleen. We have all
22 kinds of people that can give you an
23 informed -- help to educate you as to what is
24 needed in a public stable. Okay? That's
25 bottom line. That's what we are asking for.

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2 Tell me please, how come we filed
3 two different FOILs in 2013 and 2016 and in
4 all that time they came up with five pieces of
5 financial information. Couldn't find
6 anything. Showed me the box. Sorry, not
7 here. But mysteriously he was allowed to
8 recreate all of his missing financials.

9 LEGISLATOR NICOLELLO: Thank
10 you. Next speaker.

11 MS. ARMSTRONG: I am Jennifer
12 Armstrong. I'm not a professional
13 equestrian. I am a resident of Nassau
14 County. I live in Manhasset today. I was
15 born and raised in Nassau and I have been at
16 Old Mill Farms since I was 12. I've ridden
17 there all during high school. I left for
18 college. I came back to riding. I've been at
19 Brookville Farms. I was at Jericho Stalls.
20 In the last ten years I was at Old Mill Farms
21 again until the last three years.

22 Everybody here has acknowledged
23 some of the things that have gone wrong with
24 this RFP and so forth. But what's really
25 troubling and why I'm here and I can tell you

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2 I have been there. I have watched some
3 programs. There were summer camps years ago.
4 There are no summer camps. There are no
5 ponies for anybody to ride. I have had
6 friends try to call and get lessons for kids.
7 There's only one trainer there. She belongs
8 to Somerset and she trains her students and
9 they all ride under her. That's the way this
10 barn is managed.

11 It looks beautiful because the
12 grooms and the people who work on those horses
13 work for Somerset, not for the county and not
14 for John Russo.

15 Why hasn't the public had full use
16 of this property? Especially the residents of
17 Nassau County? After all the material that
18 has been submitted it is clear that the
19 residents over the years and the mishandled
20 financials have had no effect on the committee
21 that has brought this RFP forward.

22 The effect of the current
23 management, most of the property and the
24 stalls today are leased to Somerset. They
25 might pay John Russo for the stall. They

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2 charge an extra \$1,000 for what we call
3 all-out boarding. They get the stall. They
4 pay John Russo for the stall and their grooms
5 do full boarding. They wash the horses. They
6 tack them up. They get them ready for lessons
7 and they take care of them. We go there and
8 lease the same stall. We take care of our own
9 horses and we'd like to take lessons from
10 other trainers but there are no trainers
11 because they were kicked out when Somerset
12 came to Nassau County.

13 Somerset used to ride over at Old
14 Westbury all the time and her sister rides up
15 at Half Moon. So I don't know why she left
16 Old Westbury but they came to John Russo.
17 Those horses are handled by Somerset and it
18 essentially cuts off all the use of the
19 property to the general public. We are not
20 allowed to use that indoor. We waited for it
21 to be built. We watched it being built and
22 after she came we couldn't use it until three
23 o'clock in the afternoon.

24 The county needs to take some
25 accountability for this. You have some

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2 responsibility for letting these violations
3 continue and be mishandled. And clearly, it
4 was not the intention under why the property
5 was being bought for that the county has the
6 responsibility to insure the safety and the
7 access for the general public.

8 John Russo has cut this property
9 off to the public and the ability for it to
10 offer horsemanship and leadership skills to
11 this all socioeconomic groups of Nassau County
12 and the surrounding area.

13 My horse was injured when I was out
14 of town and he had to be stall bound for six
15 months. I couldn't move him out of NEC
16 because it was the middle of January. So NEC,
17 after six months, was unable to assist with
18 any rehab. I paid Somerset for one month to
19 walk him five minutes in the morning and five
20 minutes at night. It was never done. I left
21 under the advice of the Ruffian Equestrian
22 Center that the horse should be removed. I
23 never thought that I couldn't come back. I
24 was gone for seven months. I never was asked
25 to reserve my stall or where the horse was

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2 going.

3 Upon my return, upon the horse's
4 return, of March of 2018 I tried to contact
5 John Russo by phone, by text. I went up there
6 in person. He was never around. I have my
7 phone. You can give it to the FBI. You can
8 see every text that I wrote to him. I said
9 give me an answer. I never got an answer from
10 him.

11 Since I couldn't contact Mr. Russo,
12 I contacted my congressman, Tom Suozzi. I
13 said you go ask Mr. Russo if I can come back
14 since you bought the property for Nassau
15 County. He did. He came back and he told me
16 the derogatory statements that Mr. Russo had
17 to say. They were offensive. I wonder why --
18 I see my time is up. You would have no idea
19 if this man would ever say anything if I
20 wasn't a woman.

21 What's more concerning to me is
22 when I explain my grievances to the investor
23 general Dan Schlayer he clearly ignored
24 Mr. Russo's comments to me by stating we know
25 that John Russo has no people skills. So I

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2 ask you, how does it happen that you see
3 someone who hasn't lived up to his current
4 contract, he has no people skills and that you
5 want to give back this RFP and give him
6 another contract?

7 What we are asking for today again,
8 I'm the fifth person to say it, with all the
9 other excuses of COVID and everything else and
10 it's taking you two years to give him another
11 contract why you don't reissue an RFP under
12 the conditions of what needs to be done to
13 this property for the use of the public?
14 Thank you for your time.

15 LEGISLATOR NICOLELLO: Thank
16 you.

17 MS. ARMSTRONG: I'd also like to
18 submit to you a 17-page contract which you get
19 from the Lloyd Harbor Equestrian Center which
20 tells you exactly everything that you pay for
21 and who gets it and who it will be done by.

22 LEGISLATOR NICOLELLO: Thank
23 you. Don Giorgio.

24 MR. GIORGIO: Good afternoon
25 everybody. I won't take too long because I'm

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2 sure you all want to go home. It's the end of
3 the day. I'm going to start also saying with
4 my conclusion that it's essential that Nassau
5 County allow a new RFP take place that's
6 accurate, that has all the bases covered and
7 is very explanatory as far as what to do.

8 Let me state first that I'm a
9 Nassau County resident since 1967. I'm a
10 rider for over 40 plus years in the equestrian
11 community. Just to give you a little bit more
12 background about me. I ride as an amateur
13 competitively and I'm ranked number eight in
14 the country as an amateur. So, I do come with
15 experience. That would be nice if somebody
16 asked me my experience with regard to an
17 equestrian center and how it should be run.
18 Because I did run an equestrian center,
19 Calumet Equestrian Center itself, 13 years a
20 60 acre facility that did service physically
21 challenged people. That did service seniors.
22 That did service veterans. Not just lip
23 service like you've been given.

24 For me, I also own three horses at
25 the same time. Which is why I work full time

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2 because I got to pay for them. I'm not a
3 professional.

4 Old Mill is a magnificent property
5 in a magnificent location that would allow
6 access to so many people, so many programs and
7 so much opportunity for the county to have a
8 jewel of an equestrian property. It's not
9 right now.

10 You have instead 12 years of
11 failure. Twelve years of not meeting the
12 potential of what it could be. That's sad.
13 It's underexecuted as a property and
14 underutilized as a property. I tried myself
15 to call and ask for a stall. The cell phone I
16 suspect that is -- I'm sorry -- the phone
17 number that is there I suspect is a cell phone
18 number that belongs directly to the vendor. I
19 don't believe there's any official landline
20 for somebody to call. I do have friends that
21 have called and crying about lessons and, as
22 the others have said, there's never a phone
23 call back.

24 So, from a perspective of public
25 access let me say what it should be, what it

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2 can be. But you can't know what you don't
3 know. You can't know what you're missing
4 unless you've been informed. I respect the
5 mounted police. I respect the SPCA. I
6 respect the Parks Department but they don't
7 know a commercial boarding facility. They
8 don't know a performance horse. A horse that
9 goes out and competes. They don't know
10 lessons programs. So how can be they be the
11 arbiter as well of what they don't know? It's
12 impossible.

13 So, what is missing? What's
14 missing is public access. Where I board,
15 Lloyd Harbor Equestrian Center, which is 25
16 miles from my house, because there's nothing
17 in Nassau County and believe me I would love
18 to be in Nassau County, 25 miles from my
19 horse, is a large sign that you can't miss,
20 you can hit your car with it and you still
21 wouldn't damage the sign, that says it's
22 public property. It's very clear that it's
23 there. So, there's a sign missing.

24 You need programs for physically
25 challenged, mentally challenged. You need

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2 clinics that teach riding, that educate people
3 in riding because there's no new riders coming
4 into the environmental. Without new riders
5 the property will ultimately fail. We're not
6 fostering new riders. You need school horses
7 that allow you to do that program. And most
8 importantly, you need a safe environment.

9 To mention what one of your
10 concerns are, I belong to United States
11 Equestrian Federation as does every serious
12 rider. Under the United States Equestrian
13 Federation you must take safe sport courses
14 that deal specifically with children and their
15 safety. And if you fail the course you cannot
16 compete. And you take the course every year.
17 I would love to see that these people at Old
18 Mill take the course like every registered
19 United States Equestrian Federation member
20 does. But they're not members. It's a
21 private facility relegated to 40 people, 50
22 people when this facility should be servicing
23 hundreds of people a month. Thousands of
24 people a year. That's not what happening.
25 It's underutilized and underexecuted.

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2 So, in going there, you guys don't
3 have a clear vision of what can be. You need
4 assistance. You need advice. You need
5 guidance to know what you don't know so that
6 people that are well intentioned, like the
7 mounted police and the parks department, don't
8 lead this property down a path historically of
9 underutilized and underexecuted. And we don't
10 find ourselves waiting year and a half for a
11 facility to be improved to what it should be.

12 And having other people mask as
13 vendors for the property is something the
14 county should be aware of. Because it did
15 come out in the Office of the Inspector
16 General's rules there was another facility
17 being paid along with John Russo and that did
18 get rectified. So, it's like your hand got
19 shown after the fact and you changed your hand
20 to make it look better.

21 I know you are all smarter than
22 that. I know you all want this to be a jewel
23 of a property. I would love to be there as a
24 Nassau County resident but unfortunately I
25 can't be because I don't get phone calls

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2 back. And it's not a facility, from what I
3 have heard, that I would want to board at. So
4 I don't care who runs the facility. I really
5 don't. It's not my bias interest. What I
6 want to see is the county have a vision plan
7 like a Robert Moses and know exactly what it
8 can be and what it should be. A safe
9 environment for children, a great environment
10 for the equestrian community and a jewel for
11 Nassau County to celebrate to the equestrian
12 community and all the residents of Nassau. So
13 I thank you for your time.

14 LEGISLATOR NICOLELLO: Thank you
15 sir. I have some questions. Commissioner
16 Krieb.

17 Thank you very much we appreciate
18 it.

19 Or Victoria. Was there anyone from
20 the equestrian community as part of the
21 committee that looked at this?

22 MS. KRIEB: No. Just what
23 Victoria advised you. There were members of
24 the parks department, two from the mounted
25 police and one from the SPCA. But all the

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2 information that had been gathered during our
3 discussions has been taken into account and
4 the RFP process as well as incorporated into
5 the new contract.

6 LEGISLATOR NICOLELLO: It does
7 sound as if Mr. Russo deliberately wanted to
8 exclude programing from what he was doing.
9 People repeatedly said he didn't answer his
10 phones. The IG's report has substantiated
11 there was no programing. This is a public
12 facility. Shouldn't programing, or as
13 Mr. Giorgio mentioned, lessons be front and
14 center of a public property?

15 MS. KRIEB: Yes. As we mentioned
16 before, that is the responsibility to provide
17 that service. That's one of his many
18 services.

19 LEGISLATOR NICOLELLO: Right.
20 It's one of many services but again it's a
21 public property. So that has to be one of the
22 prime services. It's troubling that that's
23 his history. It's troubling that if we go
24 forward with this contract for the next ten
25 years he's going to relapse into what he was

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2 doing before. If he's making more money with
3 his business operation without bringing
4 members of the public in, without bringing in
5 programs for the disabled, without doing
6 lessons, he's going to go back to doing that.

7 MS. KRIEB: But the oversight
8 committee did not exist. He was pretty much
9 on his own out there. With the oversight
10 committee, and again, it's not limited to the
11 members that are mentioned, other members of
12 the equestrian community can be included or
13 will be included. That's not a closed door on
14 the number of people that can sit on the
15 committee. So, with some oversight I believe
16 his arm will be forced to provide those
17 services.

18 And the other thing I wanted to
19 bring up is the funding that was brought up
20 before his minimum is what's stated in the
21 contract. But nine and a half percent of
22 gross is what he's going to provide to the
23 county. So any program or aspect of
24 programing that he brings, including the
25 additional structure, we're entitled to nine

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2 and a half percent of gross not the number
3 that's in the contract. That's a minimal that
4 he would have to give us.

5 LEGISLATOR NICOLELLO: In terms
6 of the bidding of the contract did the bidders
7 know the numbers of stalls that were
8 available?

9 MS. KRIEB: Yes. There was an
10 amendment. There was a question and answer
11 time when they could do a walk through and
12 there was an amendment provided, and Tori can
13 attest to that, that included the -- correct?
14 I think the amendment clarified that,
15 correct?

16 MS. KASO: Yes. Off the top of
17 my head I do believe that the amendment that
18 was issued after the walk-through where any
19 verbal questions may have been erroneously
20 answered would have been clarified in the
21 amendment.

22 MS. KRIEB: That clarification is
23 included in the IG's report that the amendment
24 was issued and clarification was given.

25 LEGISLATOR NICOLELLO: Do you

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2 want to speak to that Jodi?

3 MS. FRANZESE: Those issues are
4 clarified in the report. There was an
5 addendum. There was an allegation that the
6 RFP didn't have the number of existing
7 stalls. It was a vague RFP. We did find that
8 the number of existing stalls was included in
9 the addendum. And the one vendor who didn't
10 actually receive the addendum indicated to the
11 IG's office that they counted the stalls at
12 the walk-through so they knew how many stalls
13 were there, if that helps at all.

14 LEGISLATOR NICOLELLO: What would
15 the timeline for a rebidding of this?

16 MS. KASO: Well, I believe the
17 official recommendation in our procurement
18 policy is 18 month lead time for a new
19 contract to start the RFP process and get it
20 finalized.

21 LEGISLATOR NICOLELLO: The
22 recommendation is 18 months?

23 MS. KASO: To get the process
24 started. Obviously this would be a little bit
25 shorter because we have a little bit of the

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2 preparation done. But, I personally, unless
3 this was literally the only thing I focused on
4 for the next two months, two months is a very,
5 very -- we have to submit our contracts for
6 your review with a decent amount of lead time.

7 LEGISLATOR NICOLELLO: One of the
8 things that was indicated was there was a
9 boarder who complained or sought to complain
10 or did complain to the county was then
11 evicted. Did that ever come to the attention
12 of the county? Obviously there were issues.
13 But was somebody evicted because they
14 complained to the county as far as you know?

15 MS. KRIEB: No. Not that I know
16 of. I know that Mr. Russo asked some of his
17 tenants as they are attesting to were asked to
18 leave the facility. But no, we weren't aware
19 of that. That was part of his business
20 practice.

21 LEGISLATOR NICOLELLO: Anyone
22 have any follow-up questions?

23 MS. TABACO-WEBER: One thing I
24 failed to mention and should bring to your
25 attention that Mr. Russo ran the Lloyd Harbor

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2 Equestrian Center, it wasn't called that, up
3 at Caumsett State Park, that's a state RFP, he
4 ran that and was denied when he bid in again.
5 He also ran the park facility in Suffolk
6 County Park now known as DDR Farms and before
7 that it was Sweet Hills. He ran that as well
8 and rebid and was denied. I would ask you to
9 consider why if he was so great at what he did
10 he was denied?

11 I can also say I was at this
12 walk-through for the county for this last bid
13 and I was there when they told them you are
14 not allowed to go in the indoor arena. That
15 was said. The indoor arena is not staying.

16 There's two residences on the
17 property. One is a mobile home and one is I
18 guess a cottage you can call it. The
19 prospective bidders were not allowed to go
20 into either one of those to look to see the
21 condition of them and would it be suitable for
22 housing for staff.

23 The walk-through was completely
24 rushed and we were urged quickly go from place
25 to place to place. If you're spending a

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2 quarter of a million or half a million dollars
3 and ten years of your time -- and by the way,
4 if you're bringing 40 horses from a facility
5 that's a major undertaking that you have to
6 consider. You want to go to the walk-through,
7 you want to see the condition of the stables.
8 Does this need repair? Do I need to do that?
9 No. No. Quickly. That's how it was
10 conducted.

11 When we say the walk-through was
12 rushed and the respondents were swinging to
13 get this place and Mr. Russo was still
14 allowed. Again, please, we're begging you
15 reissue the RFP. It should not take 18
16 months. Most of the work has already been
17 done. Thank you for your time.

18 LEGISLATOR NICOLELLO:

19 Commissioner or Victoria, did anyone check his
20 prior history out, Mr. Russo? Obviously he
21 has a history of operating facilities and then
22 not being brought back. It's really
23 troubling.

24 MS. KRIEB: I'm not sure. I
25 imagine that Caumsett had a bidding process

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2 like we do. He could have lost the bid. I
3 have no idea why he didn't return. He also
4 has a brother I think that's in the business.
5 Again, I don't know the details. But it was a
6 bidding process I'm sure that the state had at
7 Caumsett.

8 LEGISLATOR NICOLELLO: Legislator
9 Bynoe and Schaefer have questions.

10 LEGISLATOR BYNOE: Thank you
11 Presiding Officer. Commissioner, the
12 questions are going to be for you. You stated
13 that you didn't know about anyone being
14 evicted from Old Mills or NEC for having
15 spoken to the county. You didn't know of any
16 retaliatory behavior by Mr. Russo. But you
17 said --

18 MS. KRIEB: The information that
19 we had and the tenants being asked to leave
20 came through conversation with the tenants
21 when they met with real estate and parks.
22 During our own conversations I wasn't aware of
23 any kind of retaliation.

24 LEGISLATOR BYNOE: But then you
25 stated that it was his business practice.

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2 MS. KRIEB: He's running a
3 business. So it's his own preference if he's
4 asking people to stay or leave. We weren't
5 involved in any of that. The county wasn't
6 involved in the daily operation of his
7 business. So for whatever reason if people
8 left or new tenants come or they stay we're
9 not involved in that aspect.

10 LEGISLATOR BYNOE: Of a public
11 facility they're being asked to leave because
12 it could appear retaliatory.

13 MS. KRIEB: We weren't aware of
14 any of that being retaliatory. From what I
15 hear from other people, and again, it's sort
16 of rumored, it was relationships, business
17 relationships that didn't work.

18 LEGISLATOR BYNOE: Does the
19 contract have anything in there that protects
20 whistleblowers or individuals with
21 retaliatory --

22 MS. KRIEB: I must refer to
23 Dennis for a second.

24 LEGISLATOR BYNOE: I think that's
25 important.

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2 MR. MCDERMOTT: I'm sorry
3 legislator. There is language having to do
4 with the advisory committee that if anyone has
5 any complaint they bring it to the advisory
6 committee who can review it, interview
7 witnesses, conduct a hearing and make a
8 determination that the operator is required to
9 follow. So, if someone was evicted, and
10 again, without knowing what his permit is, his
11 permit may say I can evict you for any reason
12 for 30 days much the county permit has --

13 LEGISLATOR BYNOE: We should have
14 some protections for whistleblowers.

15 MR. MCDERMOTT: I'm not arguing
16 that. But if there is a complaint under the
17 new agreement, if it's not resolved I believe
18 it's either within seven or 14 days, it will
19 go to the advisory committee who will take the
20 complaint, do some research, speak with
21 outside people if they need be like Cornell
22 and they'll make a decision that will be
23 binding on the operator.

24 LEGISLATOR BYNOE: Again,
25 whistleblower clause needs to be in there. I

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2 just want to address one other thing.

3 Commissioner, you mentioned and you stated the
4 horses were treated well and the care of the
5 animals --

6 MS. KRIEB: Again, I only know
7 that because we had the experts there. I'm a
8 dog person.

9 LEGISLATOR BYNOE: Then you
10 mentioned that all these other issues are
11 incidental and I actually disagree with that.

12 MS. KRIEB: I didn't say they
13 were incidental. I said that there as
14 important and they're not incidental.

15 LEGISLATOR BYNOE: I think folks
16 not being fingerprinted and knowing that it
17 was required and exposing young people to
18 individuals without any vetting I think is --

19 MS. KRIEB: His staff that worked
20 around minors should have been fingerprinted.

21 LEGISLATOR BYNOE: I think that's
22 a deal breaker for me, that's the deal
23 breaker, along with some of the other issues
24 that have been raised today. I'm really
25 concerned about that. That's a serious

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2 violation, and I think that we talked about
3 safe horse course and some other stuff that
4 should be in play. I can't support this. I
5 can't support this, this item.

6 LEGISLATOR NICOLELLO: Thank
7 you. Legislator Schaefer.

8 LEGISLATOR SCHAEFER: Thank you.
9 I don't know if you would know this
10 Commissioner Krieb. I thought I had heard
11 Mr. Russo had also had another stable
12 somewhere in Babylon. I don't know if
13 anybody's familiar with that.

14 MS. ARMSTRONG: Mr. Russo does
15 own Babylon Stables. His family owns it and
16 his brother runs it now.

17 LEGISLATOR SCHAEFER: How long
18 has that been for, do you know? Have they
19 owned it for?

20 MS. ARMSTRONG: They've owned it
21 for a very long time.

22 LEGISLATOR SCHAEFER: I don't
23 know if Commissioner Krieb would know or if
24 actually one of the woman here would know how
25 many school horses they have there?

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2 MS. ARMSTRONG: I was probably
3 the last person there boarding. They don't
4 have any school horses. He might have two.
5 He has two boarders there whose father was in
6 horsemanship for a very long time who also
7 gives lessons every once in a while. They're
8 both very ill now but the two horses are still
9 up there and he uses them sometimes in the
10 summer program.

11 The majority of the boarders belong
12 to Somerset. There are no -- you don't have
13 to worry about the lessons and the kids
14 because there are no lessons. There's only
15 one trainer up there. I was there. I had one
16 trainer who left. I had Chris who was thrown
17 out. And he said to me you can have Holiday
18 as your trainer. Her and Lisa run Somerset.
19 I said okay. I was paying \$75 for a lesson.
20 I lesson. I go to some shows and I trail
21 ride. That's what I like to do for enjoyment
22 when I'm not working on Wall Street.

23 The fact of the matter is, I got a
24 discount from Holiday to have a \$90 lesson
25 from her. She was always busy because she had

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2 her kids. I understand these kids want to
3 get, you know, into college and ride their
4 horses. She does the buying and selling not
5 Mr. Russo. She gets horses. She leases them
6 out to clients.

7 You know how kids ride. They buy
8 all this stuff and they quit. Then somebody
9 else they want a bigger horse. They buy and
10 sell horses. That's what trainers do. That's
11 what Somerset does on this property. The
12 majority of those stalls belong to Somerset.

13 There are some boarders that are
14 left there. The Fallons are still there.
15 Michael and his wife are still there I know
16 and he has a few. He has sometimes a
17 different trainer come in and it depends on
18 who he likes. That's how he runs his barn
19 today.

20 LEGISLATOR SCHAEFER: Does anyone
21 know how many employees are there?
22 Commissioner would you know?

23 MS. ARMSTRONG: He only had two
24 grooms there that worked. When I was there he
25 had two grooms that worked for him. Those are

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2 the two grooms that put up the indoor.

3 LEGISLATOR SCHAEFER: How many
4 horses would they be responsible for taking
5 care of in stalls?

6 MS. ARMSTRONG: They might have
7 five or six or seven. It depends on how many
8 horses he had. But Somerset pays four or five
9 grooms to take care of all their horses.

10 LEGISLATOR SCHAEFER: Thank you.

11 MR. MCDERMOTT: Legislator, just
12 to make one quick clarification about the
13 trainers. The new agreement states that the
14 operator has to make reasonable time available
15 at their premises to any certified instructor
16 based in Nassau County so that the instructor
17 may give lessons to their clients who are
18 boarders at the premises. And he can't charge
19 more for those outside license than he does
20 for his own.

21 So if any of these women do end up
22 boarding there and they have an outside
23 trainer they can bring the trainer on.

24 MS. HORST: I'm sorry Legislator
25 Schaefer, I don't mean to interrupt your

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2 questioning, but Presiding Officer, in light
3 of all of the debate today and all of the
4 questions the administration is asking that
5 this not be called or moved forward so we can
6 get all the questions answered and get back to
7 you at a later date.

8 LEGISLATOR NICOLELLO: Thank you
9 and that's exactly what we were going to do.
10 Ma'am, I think we've had enough for today.
11 Ma'am no. We're going to move to table the
12 item. That's what you want, right? Sometimes
13 it's better not to have additional comments
14 because you're getting what you want at this
15 point.

16 Motion to table by Legislator
17 Schaefer. Seconded by Legislator Bynoe. All
18 in favor of tabling signify by saying aye.
19 Those opposed? Thank you. Carries
20 unanimously. The item is tabled.

21 Thank you all for your patience in
22 waiting all afternoon. Jodi, thank you very
23 much.

24 A-32, 2021 is a resolution
25 authorizing the commissioner of shared

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2 services to award and execute a purchase order
3 between the county of Nassau acting on behalf
4 of the Nassau County Police Department and
5 Video Hi-Tech Equipment Corp. d/b/a Adwar
6 Video.

7 Moved by Legislator Rhoads.
8 Seconded by Legislator DeRiggi-Whitton. That
9 item is before us.

10 Thank you Inspector Field for your
11 patience.

12 MR. FIELD: Thank you for hearing
13 this today. Deputy Inspector William Field,
14 police department.

15 Item A-32-21 is a purchase order
16 between the county and Video Hi-Tech
17 Corporation doing business as Adwar Video.
18 They are going to assist us in installing and
19 furnishing the Nassau County Police
20 Department's training center and new police
21 academy. The installation includes projector,
22 projector screens, audio speakers, cabling and
23 other electronics.

24 There were four bids received. The
25 vendor with the lowest bid was disqualified.

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2 The maximum amount authorized under this
3 purchase order is \$1,706,985.67. It is
4 capital and grant funded. That's it.

5 LEGISLATOR NICOLELLO: Any
6 questions? I think we're good. Appreciate
7 it. Again, thanks for your patience hanging
8 out all day.

9 MR. FIELD: Thank you very much.

10 LEGISLATOR NICOLELLO: Any debate
11 or discussion? All in favor signify by saying
12 aye. Those opposed? Carries unanimously.

13 Motion to adjourn. Legislator
14 Rhoads makes that. Legislator Schaefer
15 seconds it. All in favor of adjourning
16 signify by saying aye. Those opposed? We're
17 adjourned.

18 (Committee was adjourned at 5:30
19 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 fifth day of
May 2021.

FRANK GRAY