

NASSAU COUNTY LEGISLATURE

COMMITTEES MEETING

HOWARD KOPEL

PRESIDING OFFICER

CHAIRMAN

RULES COMMITTEE

County Executive and Legislative Building

1550 Franklin Avenue

Mineola, New York

Monday, April 8, 2024

1:09 p.m.

TAKEN BY: KAREN LORENZO, OFFICIAL COURT REPORTER

A P P E A R A N C E S

CHAIRMAN HOWARD KOPEL

VICE CHAIRMAN THOMAS MCKEVITT

LEGISLATOR JOHN FERRETTI

LEGISLATOR JAMES KENNEDY

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

LEGISLATOR ARNOLD DRUCKER

MICHAEL PULITZER Clerk of the Legislature

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2 CHAIRMAN KOPEL: Good afternoon,
3 everyone. Welcome to the session of the
4 Legislature, Committees meeting.
5 Legislator Bynoe, would you be so kind as
6 to lead us in Pledge?

7 (Whereupon, the Pledge of
8 Allegiance is said.)

9 CHAIRMAN KOPEL: All right. Please
10 remain standing for a moment of silence.
11 Please direct your prayers and thoughts
12 to the family of Officer Diller who was
13 recently murdered in New York City, as we
14 all know.

15 (Whereupon, a brief moment
16 of silence.)

17 CHAIRMAN KOPEL: As always, we're
18 starting with the Rules Committee. We'll
19 do contracts, break for some other
20 committee meetings, and then back to
21 Rules.

22 I know many of you are interested in
23 going outside to see the eclipse.
24 Assuming that there's something that we
25 can see, somebody will let us know, I

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2 believe that the the peak moment over
3 here, from what I'm told, is a 3:25, so
4 we'll break, let's say for about 20
5 minutes starting at 3:15. And if you
6 don't have glasses, don't do it. You
7 will not be happy if you do it without
8 these special glasses.

9 Mr. Pulitzer, would you please call
10 the roll?

11 CLERK PULITZER: Thank you,
12 Presiding Officer. Rules Committee:

13 Legislator Arnold Drucker?

14 LEGISLATOR DRUCKER: Here.

15 CLERK PULITZER: Legislator Siela
16 Bynoe?

17 LEGISLATOR BYNOE: Here.

18 CLERK PULITZER: Ranking member
19 Delia DeRiggi-Whitton?

20 LEGISLATOR DERIGGI-WHITTON: Here.

21 CLERK PULITZER: Legislator James
22 Kennedy?

23 LEGISLATOR KENNEDY: Here.

24 CLERK PULITZER: Legislator John
25 Ferretti.

LEGISLATOR FERRETTI: Here.

CLERK PULITZER: Vice Chairman
Thomas McKevitt?

LEGISLATOR MCKEVITT: Here.

CLERK PULITZER: Chairman Howard
Kopel.

CHAIRMAN KOPEL: Here.

CLERK PULITZER: We have a quorum,
sir.

CHAIRMAN KOPEL: Thank you. I will
now read out the various contracts that
we will be considering and we will take a
motion on those:

E27-24, JKM Training Inc.; E71 Mayer
Hoffman McCann, CPAs; E73, Rich Moffett
Court Reporting; E40, Top Key Court
Reporting; E49, Anthony D. Perri; A4 is
Tyler Technologies; E50 is LIRO GIS,
Inc.; E51, INSUM Solutions Corp.; E69,
LIRO GIS; E54, WB Studio Enterprises,
Inc.; E72, Global Sports Center of
Nassau; E74. Mlicata Entertainment; E75,
Steven Dassa.

Next group was with the Police

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2 Department: A1 Jasper Engines and
3 Transmissions; A7, Gabrielli Truck Sales;
4 A20 Novo DR; A21, Advanced Detection
5 Technology; E47 is the Safe Center of
6 Long Island; E52, Carl Juul-Nielsen, DVM;
7 E53, Crime Victims Center.

8 Next of group is with Public Works:
9 A5, Aqua Treat Limited; A6, Cross Island
10 Welding and Equipment; A13, an Excelsior
11 Elevator Corporation; A14 Forward Door of
12 New York; B3, EJ Electric installation;
13 B7, Pratt Brothers; E59. J.C. Broderick
14 and Associates; E60, Cameron Engineering
15 and Associates; E63, Lockwood, Kessler
16 and Bartlett; E64, NV5; E70, The Gordian
17 Group, Inc.

18 Next group is with the County
19 Attorney: E41, LH Reporting services;
20 E42 Veritext LLC; E43, Law Offices of
21 Vincent McNamara; E44, Law Offices of
22 Vincent McNamara; F45, West Group; E46,
23 West Group; E48, Law Office of Vincent
24 McNamara; E55 One World Judicial
25 Services; E56, Bee Reporting Agency; E57,

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2 Rich Moffett Court Reporting; E58, Robert
3 J. Bishop; E61, Law Office of Vincent
4 McNamara; E62, Jaspen Schlesinger; E66,
5 Law Office of Vincent McNamara; E67,
6 Abrams Fensterman; E68, Bee, Ready,
7 Fishbein, Hatten and Donovan.

8 On those, motion is made by Mr.
9 McKevitt, seconded by Mr. Drucker.

10 Now I'm going to take a motion to
11 table a number of these contracts,
12 because the Inspector General is not yet
13 ready on those. That would be A1, Jasper
14 Engines; A53, Crime Victims Center; A6,
15 Cross Island Welding; A13, Excelsior
16 Elevator; A14, Forward Door of New York;
17 B3, E-J Electric Installation; E70,
18 Gordian Group.

19 A motion to table by Ranking Member
20 DiRiggi-Whitton and seconded by Mr.
21 Kennedy.

22 All those in favor of tabling those
23 items, please say, "Aye".

24 (Whereupon, all members of
25 the Rules Committee respond in

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favor with, "Aye".)

CHAIRMAN KOPEL: Any opposed?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: Those items are
unanimously tabled.

Let's start now with Probation.
That will be E27, JKM Training.

MR. SCHILIRO: Good afternoon. Joe
Schiliro, Fiscal Officer of Nassau County
Department of Probation.

This is a contract with JKM Training
to provide safe crisis management
training to the staff at the Juvenile
Detention Center, as mandated by the New
York State Office of Children and Family
Services, in accordance with New York
Code Rules and Regulations, Title 9,
Subtitle E, part 180 Juvenile Detention
Center Facilities Regulations.

JKM Training was the only vendor
responding to the RFP for Safe Crisis
Management, and is the only source that
has been identified by the Juvenile

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2 Detention Center to provide the
3 specialized training other than our prior
4 vendor, Handle With Care. JKM provides
5 the education and training for
6 certification of direct care staff in the
7 discipline of physical restraints and
8 verbal de-escalation as mandated, again,
9 New York Codes Rules and Regulations,
10 Part 180 secured and specialized in
11 accordance with New York State
12 Regulations for specialized secure
13 detention facilities.

14 The contract provides for on site
15 staff training for up to 40 staff
16 members, including emergency staff and
17 physical interventions and restraints.

18 As concerns for the single bid
19 response, the RFP has been reviewed in
20 regards to specifications being unduly
21 restrictive. The specifications were in
22 accordance with the criteria set forth by
23 New York State setting forth the training
24 criteria. The RFP was advertised to
25 *Newsday* and posted on the County website

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2 with the correct commodity code used.

3 Safe management crisis is highly
4 specialized behavior management and
5 restraint techniques utilized in the
6 supervision of a highly specialized
7 population, as in the individuals housed
8 in the juvenile detention center.

9 CHAIRMAN KOPEL: Okay, I'm told that
10 this was previously tabled, so I have a
11 motion to untable by Mr. Feretti,
12 seconded by Ms. Bynoe. All those in favor
13 of untabling this matter, please say,
14 "Aye".

15 (Whereupon, all members of
16 the Rules Committee respond in
17 favor with, "Aye".)

18 CHAIRMAN KOPEL: Any opposed?

19 (Whereupon, no verbal
20 response.)

21 CHAIRMAN KOPEL: Any questions on
22 this matter?

23 Yes. Ms. Bynoe.

24 LEGISLATOR BYNOE: Hello. Good day.

25 Question: This is specifically for

those who are directly responsible for
the oversight at the Juvenile Detention
Center?

MR. SCHILIRO: Youth care, child
care providers at the JDC and staff at
the JDC. Anybody who comes into contact
with that staff in that population.

LEGISLATOR BYNOE: Okay. And how
many employees do we have there?

MR. SCHILIRO: There's about 35
there now.

LEGISLATOR BYNOE: Is there? I
didn't know we had that many. Okay. All
right. Thank you.

MR. SCHILIRO: Yep.

CHAIRMAN KOPEL: Anyone else?

(Whereupon, no verbal
response.)

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2 CHAIRMAN KOPEL: Okay. Thank you.

3 E71, Mayor Hoffman McCann. That's
4 with Comptroller's Office. Charlie.

5 MR. CASOLARO: Good afternoon,
6 Legislators. On behalf of the
7 Comptroller, Charlie Casolaro, Chief
8 Counsel.

9 This is an amendment to extend an
10 existing contract between the County and
11 Mayer Hoffman McCann, formerly known as
12 Marks Paneth. They provide auditing
13 services for our state, federal, and MTA
14 grants. We've asked to extend the
15 contract by three audit years and
16 increase the sum of the contract
17 \$982,000. The original contract was
18 obtained in 2019 after an RFP process.

19 As I've said before to this Body,
20 the State reporting requirements and
21 Federal reporting requirements for our
22 grants are becoming more and more
23 complex. We require the utility of
24 outside vendors such as Mayer Hoffman
25 McCann, and we ask that this be approved.

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CHAIRMAN KOPEL: Okay. Thank you.
Any questions?

CHAIRMAN KOPEL: So now your new
maximum amount is \$2,500,000?

MR. CASOLARO: Yes. The new maximum
amount of the whole contract is
\$2,577,000. This is amendment number two.
The First Amendment was by the Department
of Public Works for an indirect cost
analysis for the New York State
Department of Transportation
capitalization projects, and that
increased the contract amount by
\$200,000. This amendment, if approved,
will increase the contract amount
\$982,000, bringing it to a total of
\$2,577,000.

LEGISLATOR DERIGGI-WHITTON: That's
a lot of money.

MR. CASOLARO: Agreed. Agreed. But
as I've indicated earlier, these
obligations that the County is under when
it received grants are becoming more and
more complex, and we really do require

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2 the services of outside vendors such as
3 Mayer McCann and Hoffman to help us meet
4 the timelines, which are tight for these
5 reports, and the complexity of them.

6 LEGISLATOR DERIGGI-WHITTON: What is
7 the approximate amount of grants that
8 you're receiving?

9 MR. CASOLARO: I don't have a
10 specific number, but they're in the
11 millions of dollars, Legislator.

12 LEGISLATOR DERIGGI-WHITTON: Like
13 more than \$2.5 million.

14 MR. CASOLARO: Many, many, many,
15 many, many times more. It's the whole
16 county's federal, state and MTA grants. I
17 don't have an exact number, but it's in
18 the tens of millions. So it's a cost
19 benefit analysis in favor of the County.

20 LEGISLATOR DERIGGI-WHITTON: Okay.
21 That was my question. All right. Thank
22 you.

23 MR. CASOLARO: Yes.

24 LEGISLATOR DRUCKER: I just have
25 one. Do you anticipate any need for

further extensions? I mean, it's not something before us now, but do you think that we're going to have to go after 2026 to have another extension?

MR. CASOLARO: I do not. I do not, Legislator. That's something that we've discussed in the office; we do not.

LEGISLATOR DRUCKER: Okay, good. Thank you.

MR. CASOLARO: You're welcome.

CHAIRMAN KOPEL: Anyone else?

(Whereupon, no verbal response.)

CHAIRMAN KOPEL: Thank you.

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2 CHAIRMAN KOPEL: Next one is with
3 District Attorney, E73, Richard Moffett
4 Court Reporting.

5 ADA MCDERMOTT: Good afternoon,
6 Presiding Officer, Legislators. Dennis
7 McDermott, Assistant District Attorney.
8 CLDA 24-1 is an amendment, and its sole
9 purpose is to increase the fees paid to
10 Rich Moffett Court Reporting, in order
11 that he can keep the few people that he
12 has who are now doing grand jury
13 reporting, which, of course is a state
14 mandate. He started with eight grand jury
15 reporters and because outside other
16 governments ability to work remotely, in
17 a lot of instances, he is now down to
18 five, possibly four by now. And so we're
19 increasing across the board. We're giving
20 them a 10% raise. We do not increase the
21 maximum amount under the contract because
22 we had put in enough cushion that will
23 cover us through next year.
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CHAIRMAN KOPEL: Any questions?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: Thank you.

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2 CHAIRMAN KOPEL: Next contracts are
3 with Consumer Affairs. The first is with
4 E40, Top Key Reporting.

5 COMMISSIONER CAPECE: Good
6 afternoon, Legislators.

7 These two contracts are just our
8 normal operations for our judge, Judge
9 Perri, who is the one who arbitrates a
10 lot of our fines and does all our normal
11 business for any type of consumer
12 complaints and things of that nature. And
13 in conjunction with that is for the court
14 reporter. The court reporter is a remote
15 reporter that documents all the
16 proceedings done by the judge at his
17 hearings.

18 CHAIRMAN KOPEL: So you've told us
19 about E49 and E40 as well. Okay. Any
20 questions on those two?

21 (Whereupon, no verbal
22 response.)

23 CHAIRMAN KOPEL: Okay. Thank you.
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2 CHAIRMAN KOPEL: Next group is with
3 Information Technology. The first one is
4 A4, Tyler Technologies.

5 MR. JACOVINA: Good afternoon. Joe
6 Jacovina, Deputy Commissioner,
7 Information Technology.

8 A4-2024 is with Tyler Technologies,
9 Inc. This is to authorize an award of
10 purchase order for the annual software
11 licenses, support and maintenance of the
12 Enterprise Assessment and Tax IAS World
13 software application. The software was
14 previously known as IAS Adapt. This is a
15 sole source procurement.

16 The software is necessary to
17 maintain the current technology for
18 modules related to tax billing
19 collections, delinquent tax, appeals
20 management and the electronic document
21 management system (EDMS) interface. The
22 period of agreement is from April 1st,
23 2024 through March 31st, 2025. The
24 maximum amount authorized under this
25 purchase order is \$735,380.

I'd be happy to answer any questions.

CHAIRMAN KOPEL: Any questions?

LEGISLATOR DERIGGI-WHITTON: So are all of these tasks that you listed, are they all necessary with the fact that the roll is frozen?

MR. JACOVINA: I'm sorry?

LEGISLATOR DERIGGI-WHITTON: Does the roll is frozen, does that have any impact onto how much you need these services?

MR. JACOVINA: No, they still need to run all the time.

LEGISLATOR DERIGGI-WHITTON: Even though the roll is frozen?

MR. JACOVINA: Yes. These applications are up and running every day Monday through Friday.

LEGISLATOR DERIGGI-WHITTON: What do you do with the information, if the roll is frozen?

MR. JACOVINA: That would be someone from Assessment to answer that question.

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2 I was hoping to have someone here. There
3 are still tax collections. I can answer
4 things like that.

5 LEGISLATOR DERIGGI-WHITTON: I know
6 that, but this just seems more -- Here we
7 go.

8 MR. JACOVINA: My friend from
9 Assessment has arrived.

10 MR. ROSS: Good afternoon, Daniel
11 Ross, Department of Assessment.

12 So to answer the question, the
13 software that we use is not solely
14 related only to assessment. It handles
15 everything from exemptions to processing
16 of refunds from the Treasurer, Sales
17 information. It is a multi departmental
18 software regardless of the status of the
19 role that is needed for daily functions.
20 It's not just solely --

21 LEGISLATOR DERIGGI-WHITTON: It's
22 not really stated, what you just
23 mentioned isn't here in the back up.

24 MR. ROSS: Tyler Technologies is the
25 software that is used for every aspect.

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2 What you are referencing is just one
3 component of the Department functions. So
4 the CAMA System is a module within Adapt,
5 but it is not the only function of Adapt.

6 LEGISLATOR DERIGGI-WHITTON: Okay.
7 All I'm saying is what we have in front
8 of us basically just focuses on the
9 technology maintenance agreement for
10 modules related to tax billing,
11 collections, delinquent taxes, appeals
12 management. But if you're saying that
13 this is also -- it encompasses more than
14 what's listed here basically.

15 MR. ROSS: Oh, absolutely. Tax
16 Appeal is the assessment Review
17 Commission. Taxation is the Treasurer's
18 Office. It's a multi departmental
19 software application. It's not just
20 Assessment related.

21 LEGISLATOR DERIGGI-WHITTON: Okay.
22 And the total amount again is what?

23 MR. JACOVINA: \$735,380.

24 LEGISLATOR DERIGGI-WHITTON: And
25 that's a purchase order of the program,

1
2 correct?

3 MR. JACOVINA: That is for support,
4 maintenance and licenses.

5 LEGISLATOR DERIGGI-WHITTON: And how
6 long do you anticipate that will last
7 for?

8 MR. JACOVINA: Last year, IT in
9 conjunction with Assessment, there was an
10 RFEI issued -- it was prior to my
11 presenting this last year. Since that
12 time, IT has not been asked to get
13 involved in any RFP process. We've given
14 the Assessment Department the 2006 RFP
15 when this when we purchased this
16 application. IT will support Assessment
17 in any efforts they have to move forward.
18 I think maybe, Dan, you can speak better
19 to that.

20 MR. ROSS: So we've been looking at
21 it. We originally intended to put out an
22 RFP for the replacement, but the software
23 is so large at this point in time that in
24 order to put the RFP is a very arduous
25 task that we're trying to figure out how

to proceed.

LEGISLATOR DERIGGI-WHITTON: All right. So the \$735,000 we think will carry you through the next year, or?

MR. JACOVINA: It will carry us through March 31st, 2025. It's a one year license. If we continue to run this software past that, I will be back to present a similar presentation.

LEGISLATOR DERIGGI-WHITTON: Okay. We'll see which direction you go. All right. Thank you.

CHAIRMAN KOPEL: Okay. Anyone else?

(Whereupon, no verbal response.)

CHAIRMAN KOPEL: Thank you.

The next is E50 with LIRO GIS.

MR. JACOVINA: E50-2024, LIRO GIS, Inc. This is an amendment to renew the term of the agreement with LIRO GIS by extending by one year the termination date to March 1st, 2025.

Under this amendment, LIRO provides technical resources when needed to the

GIS Information Systems team, known as GIS. LIRO has supported FireCom, DPW, GIS information in their field work.

I'll be happy to answer any questions.

CHAIRMAN KOPEL: Any questions?

(Whereupon, no verbal response.)

CHAIRMAN KOPEL: E51, INSUM Solutions.

MR. JACOVINA: E51-2024 INSUM Solutions Corp.

This amendment is to authorize the payment for services provided between March 3rd, 2023 and the execution of a new contract with INSUM Solutions on October 24th, 2023. Upon authorization, the maximum amount to be paid under this contract is \$2,622,918.50. In the amendment request, an encumbrance of \$372,918.50 to be made available upon execution.

I'll be happy to answer any questions.

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2 CHAIRMAN KOPEL: This expired in
3 March '23?

4 MR. JACOVINA: It expired in March
5 '23 and was renewed in October 2023.

6 CHAIRMAN KOPEL: Okay. It was
7 renewed okay, fine. Okay. Any questions?

8 LEGISLATOR DRUCKER: Howard.

9 So I'm a little confused. It was
10 expired on October 23, 2023.

11 MR. JACOVINA: Yes.

12 LEGISLATOR DRUCKER: So this is a
13 gap from October '23 until now?

14 MR. JACOVINA: Yes, it is. I can go
15 over a little bit of the chronology.

16 IT believed that we could extend the
17 contract that expired in March, and we
18 were told by compliance that there were
19 no more extensions allowed under that
20 contract. We then went out for an RFP.
21 Actually, the RFP was awarded to the same
22 vendor. This vendor supports our apex
23 group for training and development of
24 what is now over 150 applications.

25 What happened was that during that

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2 time period, there is a clause in the
3 contract, which I believe was in the
4 documentation. I'm not sure. It's called
5 an extension of services under Section 14
6 C of the expiring contract. This allowed
7 us to use the vendor in the contract
8 renewal interim period. We contacted the
9 County Attorney and were told that was
10 proper, but it did not apply to make the
11 payments to the vendor. So it allowed us
12 to continue our processing for that six
13 month period -- approximately six month
14 period. But it did not allow us to pay
15 the vendor, and that's why I'm here today
16 asking for the encumbrance.

17 LEGISLATOR DRUCKER: So we have no
18 pending contract as of this moment with
19 this vendor?

20 MR. JACOVINA: No. We now have an
21 existing contract that started October
22 24th, 2023.

23 LEGISLATOR DRUCKER: Oh, okay.

24 MR. JACOVINA: This just covered the
25 interim period.

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LEGISLATOR DRUCKER: So it's just the encumbrance for the interim period.

MR. JACOVINA: Correct.

LEGISLATOR DRUCKER: Okay. We're not talking about the contract that started in October.

MR. JACOVINA: No. That I presented to this Committee back in September 2023.

LEGISLATOR DRUCKER: All right. Thank you.

CHAIRMAN KOPEL: Thank you.

E69, again LIRO.

MR. JACOVINA: E69-2024 is LIRO GIS, Inc.. This is an amendment to renew the term of the agreement with LIRO GIS, Inc. By extending by one year the termination date to February 10, 2025.

LIRO GIS, Inc. is one of several vendors that are available to IT to provide supplemental staffing services as required. We currently have one consultant active under this agreement supporting Assessment.

CHAIRMAN KOPEL: The rates are the

same?

MR. JACOVINA: Yes.

CHAIRMAN KOPEL: All right. Any
questions?

(Whereupon, no verbal
response.)

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2 CHAIRMAN KOPEL: The next group of
3 contracts is with Parks. We'll start with
4 E54, which is WB Studio Enterprises.

5 COMMISSIONER BELYEA: Good
6 afternoon, everyone. Darcy Belyea Parks
7 Commissioner. E54-24, as you mentioned,
8 is a film permit between Nassau County
9 and WB Studio Enterprises, Inc., also
10 known as Warner Brothers.

11 This permit will allow Warner
12 Brothers to utilize portions of the Old
13 Bethpage Village restoration to film
14 portions of a movie entitled "The Bride",
15 set in 1930, a remake of "The Bride of
16 Frankenstein". The term of this agreement
17 is from April 29, 2024, terminating on
18 June 7, 2024.

19 A short form environmental
20 assessment review is performed and there
21 is no adverse environmental impacts to
22 the work that they will be doing to
23 prepare the set. Regular operations of
24 Old Bethpage Village will not be
25 affected. And as you know, typically

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2 permits of this type are not presented to
3 this board, but the permit is in excess
4 of \$25,000, a total of \$50,000. So
5 anything in excess for use of parks
6 property requires your approval.

7 I also want to give credit to Nugent
8 Cantileno and Anthony Labriola of the
9 Film Office for securing this production.
10 The recently ended strikes impacted the
11 work that they did. And they're proving
12 each day that Nassau County is back as a
13 prime location for filming. So your
14 support is appreciated.

15 LEGISLATOR DERIGGI-WHITTON: Hi,
16 Darcy. I just got a complaint from one of
17 our constituents that a lot of the
18 buildings in the Old Bethpage Restoration
19 Village are falling down or not well
20 maintained, they thought. Do you have any
21 status of that?

22 COMMISSIONER BELYEA: Sure. This is
23 off this item, but they have not been
24 maintained as they should have been. And
25 we've done an assessment with the help of

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2 Public Works. And there is one that is
3 slated to come down. But we are working
4 with restorers to see if we could rebuild
5 it in its spot. So right now the demo is
6 on hold, and then we are putting a plan
7 into place with new capital and existing
8 capital to maintain what is there.

9 LEGISLATOR DERIGGI-WHITTON: Do you
10 know which building is in danger?

11 COMMISSIONER BELYEA: The Lawrence
12 Lewis Barn.

13 LEGISLATOR DERIGGI-WHITTON: That's
14 what I heard. All right. I hope we could
15 use some of this money that we're getting
16 for permits like this to help restore the
17 Village.

18 COMMISSIONER BELYEA: We have
19 capital funds earmarked for this as well.
20 It just seemed to have been stalled over
21 since Covid. So we need to play catch up
22 a little bit.

23 LEGISLATOR DERIGGI-WHITTON: All
24 right. Thank you.

25 LEGISLATOR DRUCKER: Thank you,

Presiding Officer.

Hi, Darcy.

COMMISSIONER BELYEA: Hi.

LEGISLATOR DRUCKER: So I happen to live across the street from the Old Bethpage Village Restoration. So we're very sensitive to things that are done there. It's a wonderful jewel that the County has, and the events that take place there are amazing, including the filming of "The Gilded Age" that has been going on there.

COMMISSIONER BELYEA: Yes, which is resuming this this summer.

LEGISLATOR DRUCKER: I'm aware.

But obviously I always have questions and concerns with residents and any noise or any sort of interference with quality of life issues that may take place when it's coming to filming movies and television shows, etc. Do you have any any indications from Warner Brothers that it's not going to impact that type of situation.

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2 COMMISSIONER BELYEA: They're saying
3 it won't. They're actually going to be
4 constructing an old time drive in movie
5 on the existing baseball field and which
6 is more towards the back of the property.
7 And there's really no residential that
8 abuts that area. So I can confirm that
9 and make sure. But I know that the Film
10 Office always checks that.

11 LEGISLATOR DRUCKER: Yeah, the only
12 thing that is concerns sometimes there
13 was like bright lights in the evening
14 that are emanating from there that
15 neighbors said they have seen, but I
16 haven't, and I'm across the street from
17 that too. But it's something that I
18 always am aware of and sensitive to and
19 just to make sure Warner Brothers is
20 cognizant of that. Thank you, Darcy.

21 COMMISSIONER BELYEA: Okay.

22 LEGISLATOR BYNOE: Hi, Commissioner.

23 COMMISSIONER BELYEA: Hi, there.

24 LEGISLATOR BYNOE: So you said a
25 drive-in theater?

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COMMISSIONER BELYEA: They're recreating an old time 1930s drive-in movie theater.

LEGISLATOR BYNOE: And it's going to be in regular operational --

COMMISSIONER BELYEA: No, just for the filming.

LEGISLATOR BYNOE: Just for the film?

COMMISSIONER BELYEA: Yeah. Just for the filming. Temporary. The permit ends on June 7th.

LEGISLATOR BYNOE: When do you expect they'll start filming?

COMMISSIONER BELYEA: April 29th.

LEGISLATOR BYNOE: Okay. And it'll be a every day type of thing?

COMMISSIONER BELYEA: I think they're going to produce the set. I don't recall the shooting days. I want to say they're May 4th, 5th and 6th, something along those lines. But they built in extra time for weather and demo.

LEGISLATOR BYNOE: Okay. And then

1
2 you said we don't normally see these
3 items because 25 and under, they don't
4 come to us.

5 COMMISSIONER BELYEA: Exactly.

6 LEGISLATOR BYNOE: Was there any
7 reason why this is coming in at such a
8 higher price point?

9 COMMISSIONER BELYEA: The production
10 is more length of time, more services
11 needed, more space.

12 LEGISLATOR BYNOE: Okay, great.
13 Thank you.

14 COMMISSIONER BELYEA: You're
15 welcome.

16 LEGISLATOR MCKEVITT: Commissioner,
17 I think you mentioned that this is going
18 to be taking place on the old time
19 baseball field. I just want to make sure
20 that they will be continuing to play
21 their games through other parts of the
22 park, and then when it's done, they get
23 to go back to that field at some future
24 point.

25 COMMISSIONER BELYEA: They will.

1
2 They have been made aware, um, they're
3 going to go to the Hewlett Field, which
4 is further south in the village. I
5 actually have a request from them for
6 some support. So we're going to be
7 helping them with field maintenance and
8 things like that.

9 LEGISLATOR MCKEVITT: Okay. Great.

10 A former member of this body, is
11 quite actively involved in that activity.

12 COMMISSIONER BELYEA: I am familiar
13 with that. I've watched him play.

14 LEGISLATOR MCKEVITT: And since he's
15 been gone, our sessions are much shorter
16 now, so I'll just leave it at that
17 (laughter).

18 CHAIRMAN KOPEL: E72, Global Sports
19 Center.

20 COMMISSIONER BELYEA: E72-24, I'm
21 actually really excited to bring this
22 before you. This is an amendment to a use
23 and occupancy permit between the County
24 and Global Sports Center Nassau, LLC. The
25 most recent permit was approved by this

1
2 body on October 4, 2022. Since that time,
3 opportunities for additional capital
4 improvements for both the Butler Building
5 and the adjacent field space at Mitchell
6 Complex have presented themselves. This
7 amendment will allow the County and
8 global to partner to create a secondary
9 athletic venue at the complex that will
10 allow for local colleges and
11 universities, and perhaps professional
12 teams, to have additional venue options,
13 smaller, more intimate, at the complex,
14 such as soccer, football, lacrosse and
15 field hockey. Specifically, the amendment
16 will allow global to install turf,
17 lighting and seating to the field spaces
18 known as fields five, six and seven,
19 which is to the south of the Butler
20 Building. They're going to invest in
21 additional, with your approval, \$4.5
22 million. So their total investment will
23 be in excess of \$8 million at no cost to
24 the county. Global will be responsible
25 for all the infrastructure costs,

1
2 including stormwater drainage systems, as
3 well as sewer and utility connections.
4 This work will be in addition, as I
5 mentioned.

6 The amendment seeks to extend the
7 term to include two ten year terms,
8 followed by a five year renewal option.
9 If approved, this permit will terminate
10 on October 3, 2049, if all renewal
11 options are exercised. The return to the
12 County will see an escalation in the
13 annual rent from \$180,000 this year,
14 increasing to \$393,526 over the 25 year
15 term, as well as a percentage of gross
16 receipts for all of Global's operations
17 at the Mitchell Butler and the Field
18 Complex, ranging from 1% this year to an
19 eventual 5% this year. That doesn't vary
20 very much from the original agreement
21 approved by this Body. Public use of the
22 facility will be enhanced and still
23 remain plentiful.

24 If approved, the Department will
25 then present the amended plans to the

1
2 Department of Interior, who, as you know,
3 must approve any additional capital
4 improvement beyond the scope of the
5 October 22nd agreement.

6 I feel strongly that these
7 improvements will greatly enhance that
8 complex, and I appreciate your support.

9 CHAIRMAN KOPEL: So when teams use
10 this field, they presumably pay Global a
11 fee.

12 COMMISSIONER BELYEA: Depends who's
13 using it. There is opportunities for the
14 County to permit out that field. And
15 right now we really haven't been able to
16 because the condition of fields five and
17 seven are so poor. But with the entire
18 stretch, with artificial turf, we'll see
19 more revenue from that as well.

20 CHAIRMAN KOPEL: But Global does
21 rent out the field, right?

22 COMMISSIONER BELYEA: Global for
23 their own use will use it. And then, I
24 don't want to speak about it publicly,
25 but there's a local university that's

1
2 going to be contributing to the capital
3 investment, and they will have use of it
4 as well.

5 CHAIRMAN KOPEL: All right. Thank
6 you.

7 Anyone else?

8 LEGISLATOR BYNOE: Hi, Commissioner.
9 Is there any community benefit built
10 into alienating this parkland and
11 providing it to a for profit entity for
12 the purpose of the community at large?

13 COMMISSIONER BELYEA: So we aren't
14 alienating it. We are continuing an
15 existing public/private partnership
16 that's been in place, I believe, since
17 '09. But what Global is willing to do is
18 take the grass field that currently
19 exists there and artificial turf it.
20 Built into the amendment is that we have
21 extensive public use of that field.

22 LEGISLATOR BYNOE: At no cost.

23 COMMISSIONER BELYEA: At no cost.
24 Our property.

25 LEGISLATOR BYNOE: And what is it

1
2 there going to be -- how will they
3 modernize that field?

4 COMMISSIONER BELYEA: They are
5 adding artificial turf. They're adding
6 lighting, which isn't there now. Extended
7 seating, outdoor restrooms.

8 LEGISLATOR BYNOE: What type of
9 field is my question.

10 COMMISSIONER BELYEA: Oh, I'm sorry.
11 Soccer, field hockey, lacrosse and
12 football. It'll be multi-purpose. And
13 then the other two sides of it could
14 could also be used for other sports.
15 Mostly there is either pre-K,
16 kindergarten, T-ball and then soccer and
17 lacrosse. There's some track and field
18 there, events as well.

19 LEGISLATOR BYNOE: At what point was
20 the community brought in on this and any
21 discussions?

22 COMMISSIONER BELYEA: No, which
23 isn't typical for us to do.

24 LEGISLATOR BYNOE: It should be.

25 COMMISSIONER BELYEA: Maybe it

1
2 should be.

3 LEGISLATOR BYNOE: Yeah.

4 COMMISSIONER BELYEA: But I think
5 honestly unused space right now that's
6 going to have artificial turf makes it
7 more usable. I think the public will be
8 happy.

9 LEGISLATOR BYNOE: I'm not
10 criticizing the idea.

11 COMMISSIONER BELYEA: No, I know.

12 LEGISLATOR BYNOE: It's just that we
13 never bring in community so that they can
14 understand how they might best use that
15 field. The folks in Uniondale don't even
16 have a county park. They don't have
17 anything. And this is the one field that
18 they have. And I can remember that. I
19 think it was Uniondale High School wanted
20 to have their graduation at Mitchell
21 Field. They had to pay a fee like
22 everyone else. They're there. It's part
23 of their community. And they should be
24 able to have a voice in the process and
25 what things look like and how it's

1
2 actually brought to fruition.

3 So I'm not criticizing the idea. I'm
4 just saying that the approach sometimes
5 it's challenging for me. Because I learn
6 about this in an agenda. And it
7 challenges me to be able to go back to
8 community and say, yeah, this is what's
9 happening, but it was it happened outside
10 of us even knowing that it was happening.

11 Then the idea that we wouldn't have
12 transparency on the record regarding the
13 local university, who will be utilizing
14 the space, I guess that's because you're
15 further negotiating it; is that why?

16 COMMISSIONER BELYEA: Their
17 contribution is not to the County because
18 we're not responsible for any of the
19 capital improvements. Their contributions
20 are actually being made as a partner of
21 Global, so I don't want to speak for
22 them, but I can share it with you
23 privately. I'm not hiding anything, I
24 just don't think it's my purview to speak
25 about it.

1
2 LEGISLATOR BYNOE: I think that we
3 all should be in knowing. I happen to
4 represent the area, but we should all
5 know who the university is. If we're in
6 some way or another in this PP3 endeavor
7 are going to be co-stakeholders, we
8 should know who they are. I think that's
9 fair. I know at some point we go into
10 Executive Session for some settlements.
11 I'd like to be privy to who the entity
12 is. I don't normally like to see us
13 handcuffed to some experience, and we
14 don't know who the folks are. So I
15 actually would ask that --

16 CHAIRMAN KOPEL: We'll make sure you
17 get the name.

18 LEGISLATOR BYNOE: No. I think "we"
19 as a Body should want to know who.

20 CHAIRMAN KOPEL: Any legislator who
21 needs to know, who wants to know, will
22 get the name.

23 LEGISLATOR BYNOE: But even the
24 general public should know. It should be
25 on the record for the general public to

1
2 know who we're partnering with. I just
3 don't understand why -- if it's not a
4 matter of negotiation, then it's not
5 cloaked under the protection of any type
6 of confidentiality.

7 CHAIRMAN KOPEL: Darcy, you want to
8 speak to that?

9 COMMISSIONER BELYEA: As I mentioned
10 previously, the arrangement for the
11 addition to the capital expense by the
12 university is a sub agreement with
13 Global. It is not directly with the
14 County.

15 LEGISLATOR BYNOE: But we're leasing
16 the Global, and so this is Global's
17 partner. And we're relying on them to
18 actually come through and provide some
19 level of financial resources for the
20 benefit of improving the area. And I
21 think we should know, and the taxpayers
22 have a right to know, who that is.

23 CHAIRMAN KOPEL: Understood.

24 LEGISLATOR BYNOE: If you had
25 allowed me to finish, I was going to

1
2 suggest is after my colleague Arnie
3 Drucker asked his question, I was going
4 to suggest that we table it for the
5 purpose of going into Executive Session
6 and understanding why we can't do it on
7 the record, because I really think that
8 on the record it should be said who this
9 university is.

10 CHAIRMAN KOPEL: All right. You can
11 make your motion.

12 LEGISLATOR DRUCKER: Darcy, just in
13 follow up to Legislator Bynoe, would this
14 contract normally provide for an
15 indemnification to the County if the
16 third party, like the University, is
17 using it?

18 COMMISSIONER BELYEA: Yes. And as
19 for all field use, and any permit that we
20 issue, insurance is required. I can share
21 with you that maybe you can figure it out
22 by deduction without me coming forth and
23 saying it, because I don't want to speak
24 for Global, is that the university
25 currently has a field at the Mitchell

1
2 complex, which they paid to be built.
3 They provide us for insurance. They rent
4 our other park facility fields for which
5 they pay for and provide insurance. And
6 now they're looking to have all of their
7 athletic teams play out in one complex,
8 which would be Mitchell.

9 LEGISLATOR DRUCKER: Okay. My only
10 other question is, my eyebrows are always
11 raised when I see a contract at this
12 length for 25 years. Is that something
13 that is really an aberration here or an
14 anomaly? Do we know? I don't really see
15 contracts that are 25 years.

16 COMMISSIONER BELYEA: Well, they are
17 ten years. Option to renew for an
18 additional ten, an option to renew for an
19 additional five. And it really is
20 designed so that they can see a return on
21 the capital investment that they're
22 making.

23 LEGISLATOR DRUCKER: Right. But we
24 don't usually do contracts with that type
25 of potential for 25 years, do we?

1
2 COMMISSIONER BELYEA: I have some in
3 my files that we're still engaged with.
4 If you want to be honest, there are many.

5 LEGISLATOR DRUCKER: Just gives me
6 reason to pause when I see contracts of
7 that length, that's all.

8 COMMISSIONER BELYEA: Technically,
9 more often for parks. I would think we
10 have extensive capital improvements that
11 are required, and there are several
12 contracts that we're in the midst of now
13 that are for that period of time or
14 longer. But I understand your reasoning
15 for it, but with the over \$8 million
16 capital improvement that's made, we do
17 need to give them time to have a return
18 on their investment.

19 LEGISLATOR DRUCKER: You just
20 referenced to other contracts that you
21 working on. They haven't come before this
22 body yet have they?

23 COMMISSIONER BELYEA: No, no. That
24 predate me even that I'm working off of
25 in my files. Some are for in perpetuity.

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LEGISLATOR DRUCKER: Really. Okay.
Thank you.

COMMISSIONER BELYEA: Welcome.

CHAIRMAN KOPEL: Any other
questions?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: All right. You have
a motion?

LEGISLATOR BYNOE: While I admit I
could not deduce what university, I was
aided by a member of staff, and I
appreciate that, but I think it's a
disservice for taxpayers that we come
here and we talk about a high level of
investment on County land, and we're
reliant on the other stakeholder to make
their contribution and we don't disclose
who that entity is. I think it's cloaked
under secrecy and it's unnecessary. We're
here to be transparent and accountable to
our constituents and our taxpayers. I
think an item like this should be tabled
until which time the County is

1
2 comfortable and prepared to say on the
3 record who it's partner is. So I make a
4 motion to table.

5 CHAIRMAN KOPEL: Okay. A motion to
6 table is made by Legislator Bynoe,
7 seconded by Legislator Drucker. There is
8 no debate on a motion to table. So
9 therefore, all those in favor of tabling
10 this item, please say aye.

11 LEGISLATOR BYNOE: Aye.

12 LEGISLATOR DERIGGI-WHITTON: Aye.

13 LEGISLATOR DRUCKER: Aye.

14 CHAIRMAN KOPEL: Those opposed?
15 Nay.

16 LEGISLATOR MCKEVITT: Nay.

17 LEGISLATOR FERRETTI: Nay.

18 LEGISLATOR KENNEDY: Nay.

19 CHAIRMAN KOPEL: All right. The
20 motion is defeated.

21 Next item is E74, which is Mlicata
22 Entertainment.

23 COMMISSIONER BELYEA: Yes. East 7424
24 is a personal service agreement with
25 Mlicata Entertainment. Parks conducted an

1
2 RFP seeking entertainment promoters and
3 booking agents. Nine proposals were
4 received and evaluated. This is one of
5 six proposals to be awarded, as some
6 vendors specialize in genres that others
7 do not. The term of this agreement is for
8 three years commencing January 1st, 2024,
9 terminating on December 31st, 2026, with
10 the option to renew for two one year
11 periods. There was a delay in presenting
12 this agreement due to vendor portal
13 challenges on behalf of the user. Payment
14 on this contract will not exceed \$150,000
15 per year. The total value over the
16 potential five year term will not exceed
17 \$750,000, and this contract is funded by
18 the Hotel/Motel Tax Grant fund.

19 CHAIRMAN KOPEL: This fee, if I'm
20 not mistaken, does include the fee to the
21 various performers. Would that be
22 correct?

23 COMMISSIONER BELYEA: Correct.

24 CHAIRMAN KOPEL: And I was always
25 curious, is there a minimum number of

1
2 acts that they've got to do? In other
3 words, you can pay one act a great deal
4 of money, or you can pay a bunch of acts
5 a little bit less or a lot less.

6 COMMISSIONER BELYEA: Correct. It
7 all depends on the menu of entertainment
8 that we're looking to put together each
9 year. MLicatta is one who focuses on
10 tribute bands. So we'll look to give her
11 4 to 5, maybe six acts per year. They're
12 usually \$10,000 or less for those bands.

13 CHAIRMAN KOPEL: Anyone else?

14 LEGISLATOR BYNOE: Hi, Commissioner,
15 again. Could you tell me what type of
16 genre of music?

17 COMMISSIONER BELYEA: Mostly tribute
18 bands. So I think she's booking for us,
19 45 RPM is one this year, there is an
20 Eagles tribute band. I can't recall off
21 the top of my head. I'm sorry. I don't
22 have that information handy. To be
23 announced soon though.

24 LEGISLATOR BYNOE: Tribute bands is
25 a genre of music? I was looking --

1
2 COMMISSIONER BELYEA: Mostly rock,
3 pop is what her focus is.

4 LEGISLATOR BYNOE: Okay. We have a
5 contract for other types of genres of
6 music like soca, reggae, Haitian, Creole.

7 COMMISSIONER BELYEA: The Brian
8 Rosenberg contract that this Body
9 approved previously. This Body approved
10 it last year, I believe. He helps us get
11 those those kind of genres.

12 LEGISLATOR BYNOE: Compas?

13 COMMISSIONER BELYEA: What is the
14 last one?

15 COMMISSIONER BELYEA: Better e-mail
16 me about that one. That one I'm not
17 familiar with.

18 LEGISLATOR BYNOE: That's the
19 Haitian Creole. That's the music they
20 enjoy. All right. I thought we had enough
21 help and support getting tribute bands. I
22 didn't see a lack of tribute bands and
23 rock and roll music last year. I saw a
24 lack of other type of entertainment, not
25 rock 'n roll.

1
2 COMMISSIONER BELYEA: Mlicata
3 actually has worked with the County for
4 over ten years. Her existing contract
5 expired last December, so she entered the
6 RFP and we're entering into a new
7 agreement. There was no more renewal
8 options there.

9 COMMISSIONER BELYEA: Okay. Could
10 you please provide me with a listing of
11 all these entities and what genres
12 they're responsible for and how much
13 they're getting paid.

14 COMMISSIONER BELYEA: Sure.

15 LEGISLATOR BYNOE: Thank you.

16 CHAIRMAN KOPEL: Okay. The last
17 contract for parks is with Steven Dassa.
18 That's E75.

19 COMMISSIONER BELYEA: Yes. Very
20 similar to E74, E75-24 is a personal
21 services agreement with Steve Dassa
22 Entertainment, as a result of the same
23 RFP seeking entertainment promoters and
24 booking agents. This is number six of six
25 proposals that was awarded. The term of

1
2 this agreement is for three years
3 commencing on January 1st, 2024 and
4 ending on December 31st, 2026 with two
5 one year renewal options. Again, issues
6 in updating the vendor portal on behalf
7 of the user caused this item to be
8 presented retroactively. Payment on this
9 contract will not exceed \$150,000 per
10 year. The total value over the potential
11 five year term will not exceed \$750,000,
12 and again funded by the Hotel/Motel Tax
13 Grant program fund.

14 CHAIRMAN KOPEL: Any questions?

15 (Whereupon, no verbal
16 response.)

17 CHAIRMAN KOPEL: Okay. Thank you
18 Darcy.

19 COMMISSIONER BELYEA: Thank you.

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2 CHAIRMAN KOPEL: The next group will
3 be with the Police Department. Let's
4 start with A7, Gabrielli Truck sales.
5 Inspector, how are you?

6 INSPECTOR FIELD: Good afternoon.
7 William Field, Inspector with the Police
8 Department.

9 Item A7-2024 is to authorize and
10 award a purchase order for rescue trucks
11 for the Police Department's Emergency
12 Services Unit. The maximum amount
13 authorized under this purchase order is
14 \$1,467,296. It is capital funded. Office
15 of Purchasing recommends an award be
16 given to Gabrielli Truck Sales as the
17 lowest responsible bidder meeting
18 specifications.

19 CHAIRMAN KOPEL: Any questions?

20 (Whereupon, no verbal
21 response.)

22 CHAIRMAN KOPEL: The next one is
23 A-20, is Novo DR.

24 INSPECTOR FIELD: A20-2024 is to
25 authorize and award a purchase order for

1
2 portable X-ray detection equipment for
3 the Nassau County Police Department's
4 Arson Bomb Unit. The maximum amount
5 authorized under this purchase order is
6 \$135,330. It's federally grant funded.
7 Office of Purchasing recommends an award
8 be given to Novo DR Incorporated as the
9 lowest responsible bidder meeting
10 specifications.

11 CHAIRMAN KOPEL: Any questions?

12 (Whereupon, no verbal
13 response.)

14 CHAIRMAN KOPEL: All right.

15 A21, Advanced Detection Technology.

16 INSPECTOR FIELD: Item A21-24 is to
17 authorize and award a purchase order for
18 bomb detection equipment for the Police
19 Department's Arson Bomb Unit. The maximum
20 amount authorized under this purchase
21 order is \$110,568.23. It's also grant
22 funded. Office of Purchasing recommends
23 an award be given to Advanced Detection
24 Technology as the lowest responsible
25 bidder meeting specifications.

CHAIRMAN KOPEL: Any questions?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: E47, Safe Center
Long Island.

INSPECTOR FIELD: E47-2024 is an
amendment to a contract providing the
Police Department with support services
for victims of domestic violence, child
abuse, sexual abuse, and human
trafficking. This contract is with the
Safe Center LI, Inc. We're looking to
extend the term of the contract for an
additional year and increase the maximum
amount by \$250,000.

CHAIRMAN KOPEL: Any questions?

LEGISLATOR BYNOE: Hi. Good day.

INSPECTOR FIELD: Good afternoon.

LEGISLATOR BYNOE: Is the Police
Department is still embedded in their
operation out in Bethpage?

INSPECTOR FIELD: Yes, I believe so.
They haven't moved.

1
2 CHAIRMAN KOPEL: The last one is
3 E52. Carl Juul-Nielsen.

4 INSPECTOR FIELD: E52-2024 is an
5 amendment to existing contract for equine
6 veterinary services services for the
7 horses in our mounted unit. The vendor is
8 Carl Juul-Nielsen. We are looking to
9 extend the term by two years and increase
10 the maximum amount by \$50,000.

11 CHAIRMAN KOPEL: Any questions?

12 (Whereupon, no verbal
13 response.)

14 CHAIRMAN KOPEL: Thank you.

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CHAIRMAN KOPEL: The next group is
with Public Works. Haven Public Works.

MR. LEIMONE: Chris Lemoine. We have
multiple individuals from departments.

CHAIRMAN KOPEL: Okay, fine. Thank
you, Chris.

So let's start with A5 Aqua Treat.

MR. NIMMO: Good afternoon, Bill
Nimmo, Nassau County Department of Public
Works. This contract is for five years
for \$900,000 for Aqua Treat. They're the
company we use to treat our cooling
towers; monitor, treat. And they're
license to make sure we don't get anybody
sick with Legionnaires disease.

CHAIRMAN KOPEL: Any questions?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: Thank you.

Next one is B7 which is Pratt
Brothers.

MR. GEORGE: Good afternoon. My name
is Thomas George, Deputy Commissioner for
Nassau County DPW.

1
2 Resurfacing requirement contract
3 amendment two. The current contract
4 expires in April 21, 2024, and the new
5 resurfacing requirement contract has been
6 delayed in the award process. There may
7 be no available funding for emergency
8 work, immediate corrective measures or
9 resurfacing of pavement in poor
10 condition.

11 The Department is requesting
12 approval of the following amendment that
13 is necessary for Pratt Brothers to
14 continue to perform the On-call
15 construction service.

16 CHAIRMAN KOPEL: Any questions?

17 (Whereupon, no verbal
18 response.)

19 CHAIRMAN KOPEL: Thank you.

20 The next one is E59 is JC Broderick
21 and Associates.

22 MR. LABAW: Good afternoon. Robert
23 Labaw, Chief Architect, DPW.

24 E59-24 is for a contract amendment
25 to an existing contract with JC Broderick

1
2 and Associates, our hazardous material
3 contractor. This contract was originated
4 in September of '21, was due to expire in
5 '23, but by the terms of the agreement
6 was extended an additional two years to
7 September of '25, by letter from the
8 Commissioner. The amendment that's before
9 you for approval this afternoon is to
10 increase the contract cap, as we are
11 close to that. We are in the process or
12 wish to increase the cap to a maximum of
13 \$900,000, which would be increasing the
14 cap by \$400,000. All this work is
15 necessary so that County facilities staff
16 can safely enter and alter or repair our
17 existing facilities.

18 CHAIRMAN KOPEL: Any questions?

19 (Whereupon, no verbal
20 response.)

21 CHAIRMAN KOPEL: Thank you.

22 Next is E60 with Cameron
23 Engineering.

24 MR. LABAW: E60-24 is for a personal
25 service agreement with Cameron

1
2 Engineering and Associates. The contract
3 value is \$806,000. The term would be from
4 April 15th through April 14th of 2029.
5 That's a five year term. And what this
6 project is all about, it's to design how
7 to decommission, demolish, restore the
8 existing grounds while maintaining
9 continuous operation of the transfer
10 station at the existing Long Beach
11 Wastewater plant. Upon completion, the
12 transfer pump station will remain and the
13 ownership will still be with Nassau
14 County. The contract includes providing
15 all the specifications, the detailed
16 design, construction schedule, cost
17 estimates, hazardous material surveys,
18 and construction administration.

19 CHAIRMAN KOPEL: Any questions?

20 (Whereupon, no verbal
21 response.)

22 CHAIRMAN KOPEL: Thank you.

23 E63 is with Lockwood, Kessler and
24 Bartlett.

25 MR. GEORGE: Good afternoon, Thomas

1
2 George, Deputy Commissioner for Nassau
3 County DPW.

4 This is an on-call design service
5 civil engineering site development
6 contract. The purpose of this contract is
7 to provide on-call civil engineering and
8 site development, design and support
9 service for civil engineering site
10 development unit. The service typically
11 includes the development of studies,
12 recommendations, surveying, design plans,
13 construction estimate and special
14 specification for roads, bridges, parks,
15 drainage facilities and various other
16 county infrastructures. This service
17 could also include providing civil
18 engineers, structural engineers,
19 surveyors, landscape architect,
20 horticulture inspectors and engineering
21 aids to support the Department's civil
22 engineering and site development staff.

23 CHAIRMAN KOPEL: Any questions?

24 (Whereupon, no verbal
25 response.)

1
2 CHAIRMAN KOPEL: Thank you.

3 The last one with public works is
4 E64, NV5.

5 MR. GEORGE: E64-24. On-call
6 Construction and Inspection Service for
7 highways and bridges. The purpose of this
8 contract is to provide on-call highways
9 and bridges construction inspection
10 service for Department of Public Works.
11 The service shall include, but not
12 limited to, providing resident engineers,
13 office engineers, inspectors, schedulers,
14 cost estimates, specialized inspectors,
15 specialized engineers, wildlife
16 biologist, specialized engineering
17 service, field survey parties, evaluation
18 of contractor claims, Pre-bid
19 constructability reviews, and
20 construction related engineering service
21 for various highway and bridge related
22 projects as authorized by the Department.

23 LEGISLATOR DERIGGI-WHITTON: Hi.

24 Can I just ask you -- well, first of all,
25 obviously inspecting bridges is very

1
2 important, I think we all know that, but
3 the maximum amount is \$5 million?

4 MR. GEORGE: Correct. So we're
5 Encumbering \$250,000 now, correct?

6 MR. GEORGE: Yes.

7 LEGISLATOR DERIGGI-WHITTON: So you
8 would have to come before us before you
9 go any further or how does that work?

10 MR. GEORGE: I'm sorry?

11 LEGISLATOR DERIGGI-WHITTON: So
12 we're only encumbering \$250,000 at this
13 point.

14 MR. GEORGE: Correct.

15 LEGISLATOR DERIGGI-WHITTON: So
16 nothing additional without coming back to
17 us. Is that right, Chris?

18 MR. LEIMONE: Chris Leimone.

19 You're approving the full maximum
20 amount of the contract, which is \$5
21 million, but they're only encumbering
22 \$250,000.

23 LEGISLATOR DERIGGI-WHITTON: So this
24 is a \$5 million contract, and it's a
25 three year contract; is that right?

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MR. GEORGE: Yes. It's a three year contract.

LEGISLATOR DERIGGI-WHITTON: Yeah, I'm just a little confused because usually with the on-call we hear about it again, they come back. We're just authorizing \$5 million without them coming back at all?

CHAIRMAN KOPEL: Yeah. I don't think they do that for that.

LEGISLATOR DERIGGI-WHITTON: All right. So once once we authorize the \$5 million, that's it.

CHAIRMAN KOPEL: That's it.

LEGISLATOR DERIGGI-WHITTON: And we don't have any say as to --

CHAIRMAN KOPEL: Individual on-call items, no, I believe not.

LEGISLATOR DERIGGI-WHITTON: Right. I understand the need for it, but \$5 million is a big number. And the companies that are on the on-call list, we have eight firms?

MR. GEORGE: Total eight firms, but

1
2 right now we are here for NV5, actually.

3 LEGISLATOR DERIGGI-WHITTON: But
4 you're getting the whole \$5 million right
5 now.

6 MR. GEORGE: Yes.

7 CHAIRMAN KOPEL: Delia, when they if
8 they have an emergency, if they have an
9 urgent need for a bridge inspection --

10 LEGISLATOR DERIGGI-WHITTON: I know,
11 I get it now. I've been around a while, I
12 get it. I get the emergency, but usually
13 -- I don't know, maybe I'm wrong, but
14 this is the largest on-call that I
15 remember, \$5 million.

16 CHAIRMAN KOPEL: I'm not in a
17 position to say.

18 LEGISLATOR DERIGGI-WHITTON: All
19 right. So I guess we'll have to go with
20 good faith because we know it's an
21 important thing, but I think \$5 million
22 is a lot. Even if it was a million, it
23 would probably cover us in an emergency
24 situation until it came to the
25 Legislature. That would be a number I

would feel more comfortable with. But I
guess in this instance, it's okay.

CHAIRMAN KOPEL: Okay then.

Thank you.

MR. GEORGE: Thank you.

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2 CHAIRMAN KOPEL: I'm told that B3
3 has now been approved by the Inspector
4 General. So we have a motion untable by
5 Mr. Kennedy, seconded by Mr. Drucker. All
6 those in favor of untabling B3, please
7 say, "Aye".

8 (Whereupon, all members of
9 the Rules Committee respond in
10 favor with, "Aye".)

11 CHAIRMAN KOPEL: Any opposed?

12 (Whereupon, no verbal
13 response.)

14 CHAIRMAN KOPEL: B3 is untabled. B3
15 is E-J Electric Installation.

16 MR. LABAW: Good afternoon, Robert
17 Labaw, Chief Architect.

18 This is for a building construction
19 requirements electrical contract. The
20 contract is capped at \$3 million. E-J
21 Electric submitted their bid. They had a
22 labor markup of 28.33% and a material
23 markup of 9%, which was the lowest
24 responsible bidder. We are requesting
25 that this contract be approved as this

1
2 will complete the last of our
3 requirements contracts. DPW has been
4 without an electrical requirements
5 construction contract for several years,
6 and we are paying extra markup as all
7 electrical work that is beyond the
8 capacity of our in-house staff and gets a
9 markup by whatever contractor hires an
10 electrician as a sub.

11 CHAIRMAN KOPEL: Do you not usually
12 do this electrical work on a per project
13 basis? This is for repairs or something?

14 MR. LABAW: Yeah. Basically,
15 requirements are for emergency repairs in
16 general, but there are some projects that
17 do require an electrician. For example,
18 if we are replacing an HVAC unit and new
19 controls and new wiring are necessary for
20 that unit, the electrician is the person
21 that has to run that by union agreement.
22 So consequently, the contractor in that
23 case, it would be an HVAC contractor, has
24 to hire an electrician as a
25 subcontractor. We have to go through the

1
2 contract/subcontractor approval process,
3 etc., and then we get charged an extra
4 10% markup because it's a subcontractor.
5 So this will permit us to do it as a
6 right through our requirements project
7 manager.

8 CHAIRMAN KOPEL: Any one else?

9 (Whereupon, no verbal
10 response.)

11 CHAIRMAN KOPEL: Thank you.

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2 CHAIRMAN KOPEL: The last group of
3 contracts is with the County Attorney.
4 Mr. Libert?

5 MR. LIBERT: Good afternoon,
6 Presiding Officer. Brian Libert from the
7 County Attorney's Office.

8 CHAIRMAN KOPEL: Great. Brian, let's
9 start with E41, which is LH Reporting
10 Services.

11 MR. LIBERT: Just for the record and
12 for everyone, there are a bunch on. So
13 just in terms of numbers, if you bear
14 with me, if I mix up a contract with the
15 number, if you say the vendor, that helps
16 me tremendously. So thank you for saying
17 that, it is very useful.

18 As you know, there are several
19 contracts for court reporters on today.
20 I'll read you the procurement for those,
21 so this way it answers the question for
22 each one.

23 CHAIRMAN KOPEL: You can go through
24 all of them.

25 MR. LIBERT: Do you want me to go

through the list?

CHAIRMAN KOPEL: Yeah. Why don't we do that? You probably have One World Judicial, Bee Reporting, Rich Moffett.

MR. LIBERT: LH Reporting Services, Vertex LLC, Bee Reporting Agency, Rich Moffett Court Reporting, and that would be it for court reporters.

CHAIRMAN KOPEL: Okay, One World Judicial?

MR. LIBERT: One World Judicial is something else. I apologize, I just misspoke.

CHAIRMAN KOPEL: Okay, then. Go for it, please.

MR. LIBERT: So just in terms of procurement, there was an RFP issued in June of '23. Proposals were due in July of '23. Five contracts responded. The proposals were scored in rank ranking all five and all five were selected. Okay.

CHAIRMAN KOPEL: Any questions?

(Whereupon, no verbal response.)

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2 CHAIRMAN KOPEL: Let's go to E43,
3 which is the Law Office of Vincent
4 McNamara.

5 MR. LIBERT: This is for Granados-
6 Coreas (phonetic); would that be correct?

7 CHAIRMAN KOPEL: Yes.

8 MR. LIBERT: Very good. I'll just
9 give a brief summary. This was mini bid
10 and the Law Offices of Vincent McNamara
11 won pursuant to a mini bid. So I'll just
12 give a brief summary. If anybody has any
13 questions, happy to answer the same.

14 On November 1, 2017, the plaintiff
15 was a pretrial detainee at NCCC, the
16 Correctional Center. There was an
17 incident involving him, and he alleges
18 that he was punched and assaulted by
19 several correction officers.

20 CHAIRMAN KOPEL: The next Vincent
21 McNamara is E44, and that would be with
22 Alyssa Andino (phonetic).

23 MR. LIBERT: Correct. This is for a
24 case we call Andino and Langona. There's
25 a combined case. This involves a car

1
2 accident where the driver of a Jeep lost
3 control and the County's being sued
4 relative to road design.

5 CHAIRMAN KOPEL: Do you want to do
6 all the McNamara or is that doesn't make
7 a difference. How would you prefer?

8 MR. LIBERT: Sure. Always easier to
9 bundle.

10 CHAIRMAN KOPEL: Why don't we do
11 E48, Kenneth Ward.

12 MR. LIBERT: This is an allegation
13 by a plaintiff that he was held
14 unlawfully at NUMC.

15 CHAIRMAN KOPEL: E61.

16 MR. LIBERT: E61 is a contract
17 called Montoya. This is a car accident
18 involving a minivan that was struck by a
19 County ambulance.

20 CHAIRMAN KOPEL: Let's go then to
21 E45, which is West Law Group, and that
22 would be negotiation and operation
23 maintenance agreement with Nassau Energy.

24 MR. LIBERT: Yes. This is an
25 agreement for West Group's ongoing

1
2 management of what they call Nassau
3 Energy, which is essentially the power
4 plant for the area surrounding the
5 Coliseum. This is an ongoing project, not
6 a new contract.

7 CHAIRMAN KOPEL: E46.

8 MR. LIBERT: E46 is relative to the
9 County's wastewater and ongoing
10 negotiations with United Water, now
11 Veolia. This is ongoing and West Group
12 continues to service that agreement. So
13 this is a continuation of their services.

14 CHAIRMAN KOPEL: E55, One World
15 Judicial.

16 MR. LIBERT: This is for process
17 serving. I can get you the exact
18 procurement if necessary. I have them
19 here but it is for process serving and it
20 was done pursuant to a normal procurement
21 process.

22 CHAIRMAN KOPEL: E58, Robert Bishop.

23 MR. LIBERT: This is for the
24 County's lobbyist. This is an extension
25 of prior work that Mr. Bishop has been

1
2 doing for the County for as long as I can
3 remember.

4 CHAIRMAN KOPEL: Must be doing a
5 good job, then. Hopefully.

6 E62, Jaspan Schlesinger.

7 MR. LIBERT: This is a case called
8 Walters. It stems from a motor vehicle
9 accident. It was mini bid to the law firm
10 of Jaspan Schlesinger. If you have any
11 questions, I'm more than happy to answer
12 the same.

13 CHAIRMAN KOPEL: E66 looks like I
14 missed one of the McNamara, which is W.S.
15 Infant.

16 MR. LIBERT: Yes. This is a
17 substantial personal injury case
18 involving an infant, as you noted, and it
19 was selected pursuant to mini bid.

20 CHAIRMAN KOPEL: E67. Abrams
21 Fensterman.

22 MR. LIBERT: E67 is a claim by a
23 former employee of the County relative to
24 asbestos and asbestosis. It was assigned
25 to the firm of Abrams Fensterman.

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CHAIRMAN KOPEL: E68 is with Bee Ready, and the case is David Knudsen (phonetic).

MR. LIBERT: E68, as you noted, is called Knudsen. The plaintiff was an inmate at the correctional center, and he alleges that he was assaulted by another inmate. And of course, when you're in custody, that is a responsibility of the jail. That's the nature of the allegation. Nothing I should say should be construed as being true. That's just the allegation.

CHAIRMAN KOPEL: Okay. Thank you.

MR. LIBERT: Thank you.

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2 CHAIRMAN KOPEL: That concludes
3 discussions.

4 Now, we do have a provision for
5 public comment. Three minutes for anyone
6 who needs to comment on one or more of
7 the items that we just went through. I
8 have one slip, and that would be Meta
9 Mereday.

10 MS. MEREDAY: Good afternoon, Meta
11 J. Mereday.

12 Just a little disappointed that
13 there's no contract for discussion
14 regarding the Inspector General that we
15 desperately need for Nassau County. I
16 feel it really is an injustice to
17 residents that we do not have the watch
18 guard person that was so highly touted by
19 the majority of you on the dais, when one
20 county executive went out of office and
21 another one came in from a different
22 party. But now that we just have folks
23 that are just arbitrarily distributing
24 our money here, there and everywhere
25 except to where it's most needed, like in

1
2 our communities, for our veterans
3 services and for the Medical Center. I
4 feel that we definitely need to have the
5 inspector general.

6 As it pertains to the contracts that
7 I heard about, I'm very curious about
8 with E58, when the Presiding Officer
9 basically makes a statement that, okay,
10 we hope that he's doing a good job. If
11 you don't know, the residents don't know
12 either. So I would like to believe that
13 there is some kind of report or some kind
14 of activity with regard to what he's
15 doing, where he's doing it, and how all
16 the residents of Nassau County are
17 benefiting.

18 I'm concerned about the number of
19 issues that are pertaining to former
20 employees, and the situation at the jail.
21 I'm hoping that the activities are being
22 addressed.

23 The E67, the former employee with
24 the asbestos, there are a number of toxic
25 buildings still in Nassau County. The

1
2 issues that are pertaining to many of
3 those, including the matrimonial court
4 that I believe has about two litigations
5 behind it, a number of former employees
6 from the former building that was there,
7 I'm sure, are still exhibiting some
8 conditions that may be similar to those
9 of us who served at 9/11 are experiencing
10 as well.

11 So again, I'm hoping that we can get
12 a little more oversight and residents can
13 get more information with regard to what
14 is happening, due to the fact we are
15 hiring out to so many legal firms for
16 activities that we could address
17 internally, i.e. fixing our roads. But
18 you know, if the money has to be directed
19 towards a cricket match and the 125th
20 anniversary, I guess the roads are not
21 that important.

22 Providing more support services for
23 our law enforcement so that they do have
24 the training to be sensitive to
25 particular needs for anyone who is facing

1
2 incarceration. So I'm again concerned
3 about where our funds are going.

4 Lastly, with regard to the issue of
5 limiting the speech for residents, that's
6 why I wanted to make sure I was clear
7 that I read the adopted orders, so to
8 speak, with regard to when the public can
9 speak. It's disheartening that residents
10 who take the time away from their jobs
11 cannot speak about pertinent issues when
12 they have the information during the Full
13 Legislative session, and I want to make
14 sure that that was on the record.

15 Thank you.

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2 CHAIRMAN KOPEL: Okay, I'm going to
3 call a vote on all of these items. We're
4 going to call one of them separately and
5 that would be E72, and that would be a
6 contract with Global Sports Center, LLC.
7 All those in favor of this item, please
8 say aye.

9 CHAIRMAN KOPEL: Aye.

10 LEGISLATOR MCKEVITT: Aye.

11 LEGISLATOR FERRETTI: Aye.

12 LEGISLATOR KENNEDY: Aye.

13 CHAIRMAN KOPEL: Any opposed?

14 LEGISLATOR DERIGGI-WHITTON: Nay.

15 LEGISLATOR BYNOE: Nay.

16 LEGISLATOR DRUCKER: Nay.

17 CHAIRMAN KOPEL: All right. So that
18 passes four to three.

19 All right. Now we'll go through the
20 rest of them: E27, JKM Training; E71,
21 Mayer Hoffman Mccann; E73, Rich Moffett
22 Court Reporting; E40. Top Key Court
23 Reporting; E49, Anthony Perri; A4, Tyler
24 Technologies; E50 LIRO GIS; E51, INSUM
25 Solutions; E69, LIRO GIS; E54, WB Studio

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2 Enterprises; E74, Mliccata Entertainment;
3 E75, Steve Dossa; A7 Gabrielli Truck
4 Sales; A20, Novo DR; A21, Advanced
5 Detection Technology; E47, The Safe
6 Center Long Island; E52, Carl E.
7 Juul-Nielsen; A5, Aqua Treat Limited; B3,
8 E-J Electric Installation; B7, Pratt
9 Brothers; E59 J.C. Broderick and
10 Associates; E60, Cameron Engineering and
11 Associates; E63, Lockwood, Kessler and
12 Bartlett; E64, NV5; E41, LH Reporting
13 Services; E42, Veritext LLC; E43 and E44
14 both Law Offices of Vincent McNamara; E45
15 and E46, West Group Law; E48 Law Office
16 of Vincent McNamara; E55 One World
17 Judicial Services; E56, Bee Reporting
18 Agency; E57, Rich Moffett Court
19 Reporting; E58 Robert J. Bishop; E61, Law
20 Office of Vincent McNamara; E62, Jaspán
21 Schlesinger Narendran; E66, Law Offices
22 of Vincent McNamara; E67, Abrams
23 Fensterman; E68, Bee Ready Fishbein
24 Hatter & Donovan LLP.

25 All those in favor of those items,

please say, "Aye".

(Whereupon, all members of
the Rules Committee respond in
favor with, "Aye".)

CHAIRMAN KOPEL: Any opposed?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: Those items all
passed unanimously.

I am now going to put the Rules
Committee in recess, and we're going to
go to Planning.

(Whereupon, recess, 2:26
p.m.- 3:38 p.m.)

CHAIRMAN KOPEL: We are back on
Rules. I am reconvening Rules. We have a
number of items all on consent. They
have gone through previous committees and
require no further debate or discussion
according to the Majority and Minority.
Those are:

Items 68, 69, 70, 71, 72, 73, 74,
75, 76, 77, 78 and 79.

Motion by Ms. DeRiggi-Whitton,

seconded by Mr. McKevitt.

All those in favor of those items,
please say, "Aye".

(Whereupon, all members of
the Rules Committee respond in
favor with, "Aye".)

CHAIRMAN KOPEL: Any opposed?

(Whereupon, no verbal
response.)

CHAIRMAN KOPEL: Those item are
unanimous.

Motion to adjourn by Mr. Kennedy,
seconded by Ms. Bynoe.

All those in favor of adjourning,
please say, "Aye".

(Whereupon, all members of
the Rules Committee respond in
favor with, "Aye".)

CHAIRMAN KOPEL: Any opposed?

(Whereupon, no verbal
response.)

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CHAIRMAN KOPEL: We are adjourned.
Thank you.

(Whereupon, the Rules
Committee is adjourned, 3:38
p.m.)

C E R T I F I C A T E

STATE OF NEW YORK)

: SS.:

COUNTY OF NASSAU)

I, KAREN LORENZO, a Notary Public
for and within the State of New York, do
hereby certify:

That the above is a correct
transcription of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto
set my hand this 8th day of April, 2024.

Karen Lorenzo

Karen Lorenzo

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