

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,  
PRESIDING OFFICER

RULES COMMITTEE

NORMA GONSALVES,  
CHAIRWOMAN

1550 Franklin Avenue  
Mineola, New York

March 18, 2013  
4:51 p.m.

REGAL REPORTING SERVICES  
516-747-7353

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

NORMA GONSALVES  
Chairwoman

HOWARD KOPEL  
Vice Chairman

DENNIS DUNNE

ROSE MARIE WALKER

KEVAN ABRAHAMS  
Ranking

JUDY JACOBS

WAYNE WINK

LINDA VOLCATURA  
Sub - Clerk

LIST OF SPEAKERS

GREG MAY. . . . . 27  
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2 CHAIRWOMAN GONSALVES: I apologize once  
3 again for those who have been waiting for the  
4 Rules Committee to begin.

5 Everybody is welcome to sit here, but we  
6 have seven members on the Rules Committee. Call  
7 the roll, please.

8 MS. VOLCATURA: Legislator Kopel?

9 LEGISLATOR KOPEL: Here.

10 MS. VOLCATURA: Legislator Dunne?

11 LEGISLATOR DUNNE: Here.

12 MS. VOLCATURA: Legislator Walker?

13 LEGISLATOR WALKER: Here.

14 MS. VOLCATURA: Legislator Abrahams?

15 LEGISLATOR ABRAHAMS: Here.

16 MS. VOLCATURA: Legislator Judy Jacobs?

17 LEGISLATOR JACOBS: Yes.

18 MS. VOLCATURA: Legislator Wink?

19 LEGISLATOR WINK: Here.

20 MS. VOLCATURA: We have a quorum.

21 CHAIRWOMAN GONSALVES: Legislator  
22 Gonsalves.

23 MS. VOLCATURA: I'm sorry.

24 CHAIRWOMAN GONSALVES: There are two  
25 items. First of all, we need to un-table Item E-

2 37-13, the contract with Parks and Molloy  
3 College.

4 All those in favor of un-tabling -- a  
5 motion to un-table?

6 LEGISLATOR DUNNE: Motion made by  
7 Dunne.

8 LEGISLATOR WALKER: Second.

9 CHAIRWOMAN GONSALVES: And seconded by  
10 Walker.

11 All those in favor of un-tabling Item E-  
12 37-13 signify by saying aye.

13 (Aye.)

14 Any opposed?

15 (Nay.)

16 So we have four to three to un-table.

17 Here we are. This is a contract with  
18 Parks and Molloy College. And I know that there  
19 are several people here waiting here to talk to  
20 us and answer the questions that were directed to  
21 us earlier, and not only today but in the  
22 previous session.

23 (Whereupon, the following is the public  
24 comment from the March 18, 2013, Full Legislature  
25 pertaining to Clerk Item E-37-13.)

2 At this time we will have 30 minutes of  
3 public comment. And as I said earlier, if you  
4 wish to speak on an item that will be taken up on  
5 Rules, you may speak on it during the public  
6 comment, but remember that it will be  
7 incorporated into the Rules Committee.

8 Without any further adieu, the first  
9 speaker today is Geoffrey Prime. Good afternoon,  
10 Mr. Prime.

11 MR. PRIME: Good afternoon, Presiding  
12 Officer. My name is Geoffrey Prime. I'm  
13 Chairman of the Board of Trustees at Nassau  
14 Community College. I first want to thank you all  
15 for your tireless efforts and the tremendous job  
16 that you all do for Nassau County.

17 I stand before you as chairman regarding  
18 Item E-37-13-PK-R of the Rules Committee. This  
19 is the proposed agreement between the County and  
20 Molloy College about the Mitchel Field property.  
21 I just want to first emphasize that my concern  
22 here is how this proposal will affect the quality  
23 of the student life for the students at Nassau  
24 Community College.

25 It is my understanding that there is

2 currently an agreement between Nassau Community  
3 College and the County wherein the College has  
4 use of Mitchel Field property for a certain  
5 amount of time during the academic year. What we  
6 would like to know going forward is what the  
7 effect, if any, of the proposed agreement with  
8 Molloy College would have on Nassau Community  
9 College students and/or use of Mitchel Field. My  
10 only goal here is to make sure that the interests  
11 of Nassau Community College are preserved and to  
12 ensure that we are part of the conversation going  
13 forward.

14 Accordingly, I respectfully, very  
15 respectfully, ask that this matter be tabled, at  
16 such time that it's appropriate, so that the full  
17 understanding of all the parameters of the  
18 proposed agreement and its effect on Nassau  
19 Community College can be understood.

20 I thank you all for your time.

21 CHAIRWOMAN GONSALVES: Thank you, Mr.  
22 Prime.

23 LEGISLATOR SOLAGES: Just if I may  
24 respect.

25 CHAIRWOMAN GONSALVES: Who is I?

2 LEGISLATOR SOLAGES: Legislator Solages.

3 CHAIRWOMAN GONSALVES: Okay. Legislator  
4 Solages.

5 LEGISLATOR SOLAGES: Mr. Prime, I just  
6 wanted to thank you very much for your service  
7 and your leadership with the Community College.  
8 And I thank you for coming down here today.  
9 Thank you, Mayor.

10 MR. PRIME: Thank, Legislator. I  
11 appreciate it.

12 CHAIRWOMAN GONSALVES: Next speaker,  
13 Joanne Borden.

14 MS. BORDEN: Good afternoon.

15 CHAIRWOMAN GONSALVES: Good afternoon,  
16 Joanne.

17 MS. BORDEN: This past November I  
18 attended a service for transgender people killed  
19 by violence and suicide. Those who died were  
20 young people, some brutally beaten to death.  
21 It's necessary for us to take the first step to  
22 affirm beating and killing is illegal and thus  
23 wrong. Taunting and driving kids to suicide is  
24 wrong.

25 I believe every jurisdiction at every

2 level, local, state, federal, needs laws which  
3 repeat it is wrong. Laws set a moral stage.  
4 Laws affirm what is right and wrong. The cry  
5 justice can't be repeated too often and should  
6 start here and now.

7           What is wrong with this legislature? The  
8 entire metropolitan area, over 22 million people  
9 surrounding us have gender rights laws, and we  
10 don't.

11           We're also the last holdout where  
12 discrimination runs free. It is time; in fact it  
13 is overdue to denounce discrimination as illegal,  
14 wrong, and immoral.

15           Here and everywhere, I've quoted medical  
16 authorities that say gender identify,  
17 transgenderism, is a biological condition  
18 originating congenitally. We are born this way.  
19 For decades the experts, through research, have  
20 reaffirmed transgenderism is like left-  
21 handedness.

22           In Queens and Suffolk we are protected  
23 from discrimination, but as soon as we cross that  
24 line into Nassau County, we're exposed to harm  
25 from discrimination. Madame Presiding Officer

2 and all legislators, join me in proudly affirming  
3 Nassau is also the land of the free and the home  
4 of the brave, a land where everyone is equal.  
5 Don't merely pledge justice for all, live it.

6 Free transgender people from the worst  
7 part of discrimination, fear; fear of being fired  
8 from your job, refused an apartment, or other  
9 important life aspects. Bring the gender law to  
10 the floor and pass it.

11 Doesn't Nassau have enough to do without  
12 me consuming your time every month? Pass the  
13 gender clarification amendment; it's the right  
14 thing to do, and the right thing should never,  
15 never be politicized. Even God wants you to love  
16 your neighbor as yourself. Pass the law.

17 Thank you for listening.

18 CHAIRWOMAN GONSALVES: Thank you,  
19 Joanne.

20 Faruque Amin.

21 MR. AMIN: Good afternoon.

22 CHAIRWOMAN GONSALVES: Good afternoon.

23 MR. AMIN: My title is -- I'm a student  
24 trustee at Nassau Community College. And as Mr.  
25 Prime has spoken, I'm actually speaking regarding

2 the same matter, regarding the Mitchel Field.

3 My grave concern regarding what's going  
4 to get voted on today is that I had no knowledge  
5 on any of this information, as a student leader  
6 and also as a trustee. Neither -- as far as my  
7 understanding, I have spoken to a couple of other  
8 trustees, neither do have any knowledge of this  
9 deal or this ruling that's going to take place  
10 this afternoon.

11 I have handed out the letter that I have  
12 wrote. What I am requesting -- I'm not asking  
13 which side you should vote on. I am kindly  
14 asking for you to give us the opportunity as a  
15 college, as a board, and also the student members  
16 and student leaders, to have us take a look at it  
17 to see what's going on.

18 We were informed of this situation,  
19 including our student government president, Logan  
20 Kenya, as I had mentioned, on Saturday. We have  
21 spoken constantly over the phone with the other  
22 trustees and other student leaders, parents, and  
23 also teams here at Nassau, and we all feel that  
24 this should be tabled until we look into this  
25 further and find out what is really going on and

2 what is happening. We would like some  
3 information. And we just ask for time.

4 I would like to thank you very much for  
5 listening. And please do consider tabling this  
6 motion so we can further look into this.

7 Thank you.

8 CHAIRWOMAN GONSALVES: Legislator  
9 Jacobs.

10 LEGISLATOR JACOBS: Yes. Hi. Excuse  
11 me. I wanted to thank you, number one, for  
12 coming down. You have to understand, we did  
13 table this motion the last time we met, because  
14 we, too, had questions and there are still  
15 questions out there, in my mind anyway, legal  
16 questions as to the whole situation in front of  
17 us. So we have questions also.

18 It's not necessarily -- it's up to the  
19 presiding officer if this is going to be up for a  
20 vote today. It's still tabled. So it doesn't  
21 mean if you don't hear anybody talking about it  
22 that it passed. It may not even come up if it's  
23 not un-tabled. Do you know what I'm saying?  
24 It's already tabled. It's only the Rules  
25 Committee that votes on this, and this is not the

2 Rules Committee. This is the Full Leg. Although  
3 your comments will be made part of the Rules  
4 Committee.

5 MR. AMIN: Right.

6 LEGISLATOR JACOBS: So if it's not un-  
7 tabled, then it's a moot point until we get more  
8 information, which of course then it would be  
9 readily shared with everybody anyway.

10 MR. AMIN: Well, as a student trustee, I  
11 think one of the great things, as I learn and  
12 experience throughout my days. One of the things  
13 that I learned is that we shouldn't be making a  
14 decision on something that we don't have facts  
15 on.

16 I personally feel if it is already tabled  
17 at this point, my understanding is there was a  
18 vote that's going to be taking place by the  
19 ruling committee. And the reason why I'm  
20 speaking right now is for the ruling committee to  
21 understand that as a student I'm concerned, also  
22 as a trustee I'm concerned that nothing has come  
23 across.

24 I sit on the finance committee at the  
25 College. Normally this kind of information of

2 this magnitude would go through the finance  
3 committee. And I haven't heard anything, and  
4 that's the reason, you know, I'm here today for  
5 the ruling committee, on behalf of the students,  
6 the leaders, and the trustee.

7 LEGISLATOR JACOBS: Actually, let me  
8 tell you a couple of things.

9 Number one, you're absolutely right,  
10 everyone should know what they're voting on  
11 whenever they vote on anything. Totally --  
12 absolutely, we are in agreement.

13 Secondly, this normally would not even  
14 come to the college because this is not a  
15 monetary or financial situation with the College.  
16 You have people up here who are very good friends  
17 of the College and really consider it a jewel in  
18 this County. So we're only going to want to do  
19 what will be good for everybody involved, whether  
20 it's Molloy or certainly it being Nassau  
21 Community College. So I think you can rest  
22 assured that no one up here is going to vote on  
23 something -- I would hope everyone would not vote  
24 for anything that they feel in any way would be  
25 detrimental.

2 We are still seeing. We are still  
3 listening. We are happy you came down to talk to  
4 us. And let's see what happens later.

5 MR. AMIN: I just want to -- I don't  
6 think this point really, as I mentioned in the  
7 letter -- one of the things that I wanted to also  
8 come across is student government at Nassau  
9 Community College funds the teams and the  
10 programs, the sports teams that we have there.  
11 As I mentioned, with our last audit, we fund them  
12 with about \$1.1 million for all the programs and  
13 want not.

14 And I can assure you, from my  
15 understanding, obviously I can be wrong. Once  
16 again, I'm also looking further into it and I  
17 need time. Displacing and also relocation, like,  
18 to Eisenhower will cost the teams and the  
19 programs a lot more money. Once again, for us to  
20 -- all of us, so we have a better understanding -  
21 - and I understand it doesn't have to come to the  
22 College, as you explained, and I understand that.  
23 However, as a concerned student and as a  
24 concerned trustee, I would like to look into that  
25 and have further information on it, as well,

2 myself.

3 LEGISLATOR JACOBS: I understand.

4 MR. AMIN: Thank you.

5 CHAIRWOMAN GONSALVES: Thank you,  
6 Faruque.

7 LEGISLATOR TROIANO: Excuse me, Norma.  
8 While we're on this subject, can I say something  
9 about that?

10 CHAIRWOMAN GONSALVES: Of course.

11 LEGISLATOR TROIANO: And I didn't take  
12 the opportunity earlier. I just wanted to point  
13 out that we had with us earlier Mr. Prime -- I'm  
14 not sure if he gave his appearance, but he is, as  
15 I'm sure you appreciate, the Chairman of the  
16 Nassau Community College Board, he is also the  
17 mayor of South Floral Park, and he is also  
18 involved as an attorney in business. He has  
19 given up his time to come here and talk to the  
20 legislature. But he asked some questions that I  
21 don't think were just rhetorical. He's also  
22 written letters to the parks commissioner, for  
23 which he has not gotten any answers to. While he  
24 is here, can we have him come back up, perhaps  
25 re-ask those questions, and maybe get those

2 answers?

3 CHAIRWOMAN GONSALVES: Legislator  
4 Troiano, we will have the members of the Parks  
5 Department and those who are involved in this  
6 process here to speak during the Rules Committee  
7 and address those concerns.

8 LEGISLATOR TROIANO: I understand there  
9 is a process and a procedure for everything. I  
10 was giving his appearance to indicate how busy he  
11 is. And to ask him to wait until we have the  
12 Rules Committee meeting when he is here now, and  
13 there are other people who have information who  
14 are here now to answer, maybe if we could just  
15 take him out of order.

16 CHAIRWOMAN GONSALVES: The item that  
17 we're talking about is not on this calendar, it's  
18 on the Rules Committee. And this is public  
19 comment.

20 LEGISLATOR TROIANO: I understand that.

21 CHAIRWOMAN GONSALVES: And at this time,  
22 I know Mr. Prime has legitimate questions and I  
23 know that those who are going to answer those  
24 questions have heard those questions, and we will  
25 ask them to address them during the Rules

2 Committee.

3 Legislator Bosworth.

4 LEGISLATOR BOSWORTH: Thank you. I'll  
5 be brief.

6 I think this issue is generating many  
7 comments, many questions. As more groups become  
8 aware of what we're considering, they'd like to  
9 weigh in, as would I. I'm so pleased that we  
10 have public comment today because it gives other  
11 legislators a chance just to say something about  
12 the issue. And this goes more to the point of I  
13 truly believe this is something that should be  
14 heard by the entire legislature. I'm going to  
15 use this opportunity to suggest that this be  
16 something that actually, once it goes through  
17 Rules, if it does go through Rules, that it is  
18 something that is agenda for the entire  
19 legislature to opine on.

20 CHAIRWOMAN GONSALVES: I would like to  
21 let you know that the College does receive our  
22 agendas for the committees, as well as the  
23 calendar. And I know it's given to the counsel  
24 at the College and to the Finance Department.  
25 Now, what they do with that information, I don't

2 know. But hopefully it's disseminated to those  
3 who it should be disseminated to, especially the  
4 college board.

5 LEGISLATOR BOSWORTH: And I thank you  
6 for that response. But I am requesting that this  
7 is something that the entire legislature would be  
8 able to participate in the discussion of.

9 CHAIRWOMAN GONSALVES: I will take it  
10 under advisement, Judi.

11 LEGISLATOR BOSWORTH: I appreciate it,  
12 Norma.

13 CHAIRWOMAN GONSALVES: Legislator  
14 Denenberg.

15 LEGISLATOR DENENBERG: Just to the two  
16 speakers, the student speaker as well as the  
17 chairman of the board. I'm thanking you for  
18 coming down here.

19 And what Legislator Bosworth just brought  
20 up is an issue that I feel very strongly about,  
21 both under the Charter of Nassau County, would  
22 require a local law and a vote by the Full  
23 Legislature, as well as under alienation of  
24 parkland under state law would require a vote not  
25 only by this full body but also by the state

2 legislature. I'm going to be submitting a memo  
3 from Bruce Piel, who is the President of Park  
4 Nassau, to that extent, that he believes this  
5 type of arrangement is a 30 year lease that is  
6 alienation of parkland.

7           And not only it be tabled in Rules  
8 because of some of the questions you brought up,  
9 but it's really an issue as to whether you're for  
10 it or against it, that the proper process should  
11 be followed. I think in Rules Legislator Jacobs  
12 brought up the process again and again before it  
13 was tabled. And I would just say if it's going  
14 to be un-tabled today, it really should go after  
15 Rules to the Full Legislature as well as in  
16 committees. We have a parks committee that  
17 should have heard such an issue. And that would  
18 give the public more of an opportunity to know  
19 what's going on and more of an opportunity to be  
20 heard.

21           Counsel for the minority, on behalf of  
22 the minority, Peter Klein, has written a letter  
23 to the attorney general, as well as the solicitor  
24 general, seeking their opinion as to whether this  
25 matter is an alienation of parkland and whether

1 it requires a vote of the Full Leg. A vote of  
2 the Full Leg would be required for any type of  
3 lease arrangement. How a 30 year deal is not a  
4 lease arrangement, just because we want to call  
5 it a use and occupancy, is beyond me because it  
6 commits the county for 30-plus years and the  
7 county can't arbitrarily or capriciously revoke  
8 that use permit; that sounds like a lease,  
9 because that's what it is.

11 So my concern is not just whether this is  
12 good or bad, whether we've given everyone an  
13 opportunity. Legislator Jacobs last committee,  
14 before it was tabled, asked about the process,  
15 asked if there were any RFPs. We're concerned  
16 about the process, and we think it should go to  
17 Full Legislature. And I'm also going to submit  
18 that on behalf of Park Nassau.

19 Thank you.

20 CHAIRWOMAN GONSALVES: Legislator  
21 Nicoletto.

22 LEGISLATOR NICOLELLO: Just, I want to  
23 respond to that. I think there is some  
24 misinformation being put out there.

25 Basically, we have a county attorney's

2 opinion that has been submitted and it follows a  
3 county attorney's opinion from the Suozzi  
4 administration - actually I think it's the same  
5 attorney who will be before us on a very similar  
6 item -- that this is not a lease, it is a  
7 license, and by Charter it goes to the Rules  
8 Committee and not to the Full Legislature.

9           So I think we have to rely on what the  
10 county attorney is telling us. We're following  
11 the process that's set forth in the Charter. To,  
12 you know, pick this out and say let's put it  
13 before the Full Legislature, it makes political  
14 points but it's not the right thing to do, number  
15 one. Number two, it's inconsistent with what's  
16 been done in the past when the then-minority was  
17 in the majority and they actually followed the  
18 county attorney's opinion under Suozzi.

19           So, as I said, it's very similar to a  
20 prior deal. It's a matter that should go to the  
21 Rules Committee, is going to the Rules Committee,  
22 and will be considered there.

23           LEGISLATOR DENENBERG: Point of order,  
24 to the Chair. He was commenting on what I said.  
25 And as follow as - Legislator Nicoletto, what I

2 said does go exactly to the legal points under  
3 state parkland alienation, as well as our county  
4 charter. And to rely simply on the opinion of  
5 our county attorney, I think he's 0 for seven.  
6 We relied him on the county guarantee that cost  
7 the taxpayers millions. We relied on him  
8 regarding NIFA.

9 CHAIRWOMAN GONSALVES: Stay on the item.

10 LEGISLATOR DENENBERG: It cost millions.

11 CHAIRWOMAN GONSALVES: Legislator

12 Denenberg, stay on the item.

13 LEGISLATOR DENENBERG: Well, on the  
14 item, our county attorney has given us bum  
15 opinion after bum opinion, and I really wouldn't  
16 be relying on his opinion on state parkland.

17 He wrote to the state attorney general  
18 that our counsel can't inquire, from Eric  
19 Schneiderman as our attorney general, for an  
20 opinion, and that's just outright wrong again.

21 LEGISLATOR DUNNE: Point of order, if I  
22 may. This is -

23 CHAIRWOMAN GONSALVES: Through the  
24 Chair.

25 LEGISLATOR DUNNE: public comment, 30

2 minutes for them to speak and not Dave Denenberg  
3 to speak.

4 CHAIRWOMAN GONSALVES: Hold on.

5 LEGISLATOR DENENBERG: I think he's  
6 interrupting. I was responding to Legislator  
7 Nicoletto.

8 CHAIRWOMAN GONSALVES: Legislator  
9 Denenberg, 2009, we had the same situation with  
10 the ice bubble. Remember the bubble? The  
11 tennis bubble, I'm sorry. And again, Lorna  
12 Goodman was the county attorney and she did not -  
13 - she ruled in favor of the committee.

14 LEGISLATOR DENENBERG: First of all, you  
15 know what?

16 CHAIRWOMAN GONSALVES: Can we go on?

17 LEGISLATOR DENENBERG: I don't see Lorna  
18 Goodman here --

19 CHAIRWOMAN GONSALVES: Legislator  
20 Denenberg --

21 LEGISLATOR DENENBERG: and a ten year  
22 lease on a bubble is not what we're talking  
23 about.

24 CHAIRWOMAN GONSALVES: I would like to  
25 hear from the rest of the public. Thank you very

2 much.

3 MS. MUNTZ: I'm a public and I'm the  
4 list, but this is very germane to what you are  
5 talking about right now.

6 CHAIRWOMAN GONSALVES: What is your  
7 name?

8 MS. MUNTZ: My name is Eileen Muntz - M-  
9 U-N-T-Z. I'm on the list.

10 CHAIRWOMAN GONSALVES: There are two  
11 other speakers before you.

12 The next speaker is Frisenda Frank, is  
13 it? Frank Frisenda, I'm sorry.

14 MR. FRISENDA: Hi. Good afternoon. My  
15 name is Frank Frisenda. I'm just a lowly  
16 professor at Nassau Community College, so I'm not  
17 on the list of information as it goes through the  
18 board or the administration as to when things  
19 happen.

20 I know many of you sitting up there and I  
21 know your commitment to Nassau Community College,  
22 and I certainly do appreciate it, we all  
23 appreciate it.

24 On this particular issue, this is the  
25 Mitchel Field complex, I just want to say that

1 the -- I'm here on behalf of the full-time  
2 faculty of Nassau Community College, the academic  
3 center, the Chairs Committee, the NCCFT full-time  
4 union representing the full-time faculty asked me  
5 to come today and speak.  
6

7 We just heard about this over the  
8 weekend. And I've been on the phone the whole  
9 weekend speaking to other faculty members, other  
10 students. I'm involved with many of the athletes  
11 on the campus. I've been on the Faculty-Student  
12 Association of Nassau Community College which  
13 oversees some of the fiscal policies with regard  
14 to the athletic teams. I know there's a long  
15 history between Mitchel Field and the County and  
16 the College. And I just want to say that there  
17 is so misinformation, there is so much confusion,  
18 and there are so many people at Nassau Community  
19 College that will be affected by this deal.  
20 Whether it's alienation of parkland, or a lease,  
21 or a license, or a use, or an understanding, you  
22 know, it's heartening to know and to see that you  
23 all agree. But having said that, perhaps a  
24 public hearing can be scheduled at point where  
25 all the affected constituents can put their two

2 cents in and their three minutes.

3 Thank you very much.

4 CHAIRWOMAN GONSALVES: You're welcome,  
5 Mr. Frisenda.

6 (Whereupon, the following is the  
7 continuation of the minutes of the March 18, 2013  
8 Rules Committee meeting.)

9 MR. MAY: We have Commissioner Foskey  
10 from Parks to answer any questions on the item.

11 COMMISSIONER FOSKEY: Good afternoon.

12 CHAIRWOMAN GONSALVES: Can you give us  
13 an overview of this contract, Commissioner,  
14 please?

15 COMMISSIONER FOSKEY: Yes.

16 CHAIRWOMAN GONSALVES: Thank you.

17 COMMISSIONER FOSKEY: Sometime last  
18 year, during the summer of 2012 we were  
19 approached by Molloy College with respect to the  
20 renovation and rehab of a field located at  
21 Mitchel Field that we commonly refer to as Field  
22 B. In the fall of that year, Department of  
23 Public Works did a workup and came up with a fee  
24 that would cost to renovate the field; I believe  
25 its \$1.3 million. In November it went to OSPAC

2 and December it went to Planning, it went twice,  
3 and that's how we ended up here today.

4 To address some of the issues, and I can  
5 address them more than once. The field  
6 allocation is something that we do every January.  
7 We're anticipating that this field will be a turf  
8 field that will become available not only to the  
9 public, but it will be made available to Nassau  
10 Community College on a shared basis with Molloy.  
11 Molloy will have to also apply for a permit each  
12 year to use the field, and our field allocation,  
13 individually, what we normally do is we look at  
14 the usage that's been requested by Molloy,  
15 Nassau, and any other entities and we come up  
16 with a shared use for those fields. So we're  
17 anticipating that nothing's going to change for  
18 the College. There might be instances where we  
19 might move Molloy maybe to Eisenhower or we might  
20 move to Nassau to Eisenhower to accommodate them.  
21 But we are not anticipating any disruption of  
22 Nassau's schedule as a result of this.

23 CHAIRWOMAN GONSALVES: Commissioner,  
24 there were other questions regarding this  
25 contract, as to whether it's a lease or a

2 license.

3 COMMISSIONER FOSKEY: Jane Houdek from  
4 the County Attorney's Office is here to address  
5 that issue.

6 MS. HOUDEK: Good afternoon,  
7 Legislators. Jane Houdek, Nassau County  
8 Attorney's Office.

9 CHAIRWOMAN GONSALVES: Good evening,  
10 Jane. I know it's late.

11 MS. HOUDEK: I have to be a lecture at  
12 7:30 Mass. We have to get out of here by then.

13 CHAIRWOMAN GONSALVES: You'll be out.  
14 You'll be out, otherwise I have to blame - I  
15 don't know who.

16 MS. HOUDEK: Pope Francis won't give me  
17 a dispensation for that one.

18 CHAIRWOMAN GONSALVES: Okay. Well, a  
19 lease? A license?

20 MS. HOUDEK: It's a license. It's a  
21 revocable license because under New York State  
22 Law you cannot give somebody a real estate  
23 interest in parkland.

24 CHAIRWOMAN GONSALVES: Okay. Is that  
25 consistent with what we've done before?

2 MS. HOUDEK: Absolutely. And it's  
3 consistent with what I did in New York City  
4 before I got here.

5 CHAIRWOMAN GONSALVES: Okay. When we  
6 did do something like this before?

7 MS. HOUDEK: We've done it multiple  
8 times. We've done it for various tennis bubbles  
9 at Cow Meadow, at Christopher Morley. We've done  
10 it -- that's the way our marina arrangements are  
11 structured. It's every single thing that we have  
12 entered into for the county is a license. To the  
13 extent that anything in the past had been  
14 typified a lease, it was simply wrong.

15 CHAIRWOMAN GONSALVES: Now, consistent  
16 with that, the issue of alienation of parkland  
17 was brought up to this body.

18 MS. HOUDEK: Anytime we work on anything  
19 like this in the municipal transactions we  
20 consult the guidance provided by New York State  
21 for parkland alienation. In this instance, we  
22 clearly have a situation in which there is not an  
23 alienation of parkland. You are improving an  
24 existing facility. There is use by the public  
25 and that use is greater than any private use.

2 They are expending money well beyond what the  
3 normal fees would be. In fact, they are using  
4 the facility the same amount of time they've used  
5 it in the past. We have people from Parks that  
6 can talk about the specific use and the time use,  
7 if you'd like to go into that. But there's no  
8 doubt in my mind that this is not an alienation  
9 of parkland.

10 CHAIRWOMAN GONSALVES: Okay. Was it the  
11 opinion in a previous situation with the tennis  
12 bubbles --

13 MS. HOUDEK: Right.

14 CHAIRWOMAN GONSALVES: as to whether or  
15 not that too may have been an alienation of park?

16 MS. HOUDEK: I wrote that agreement, and  
17 so I didn't write an agreement that alienated  
18 parkland.

19 CHAIRWOMAN GONSALVES: Okay. Thank you  
20 very much.

21 MS. HOUDEK: I've been here a long time.

22 CHAIRWOMAN GONSALVES: Okay. And when  
23 that agreement came up was it approved by the  
24 Rules Committee?

25 MS. HOUDEK: Yes, it was, in 2009.

2 CHAIRWOMAN GONSALVES: Now, I believe --  
3 does anyone have any questions regarding this?  
4 Judy.

5 LEGISLATOR JACOBS: Not necessarily  
6 regarding what you were just talking about, but I  
7 do have some questions about this. Let me ask  
8 you this.

9 The way I'm reading this is Molloy is  
10 going to come in and they will renovate this  
11 field with a turf field for approximately \$1.2  
12 million.

13 MS. HOUDEK: Legislator Jacobs, if you  
14 are going to have specific questions about sort  
15 of those operating senses of the agreement, I  
16 think the Commissioner is better at answering  
17 those than I am. I'm really here to talk about  
18 alienation of parkland, what we've done in the  
19 past, the fact that it's a license and not a  
20 lease, and any other legal questions.

21 LEGISLATOR JACOBS: Let me ask you about  
22 the alienation. Your reasoning on this  
23 alienation is the fact that it's the same use,  
24 just a renovation of a parkland remaining  
25 parkland.

2 MS. HOUDEK: When you look a situation  
3 in terms of considering whether it's an  
4 alienation of parkland it's always done on a  
5 case-by-case basis. There is not a bright line  
6 test. One of the things that you do consider is  
7 whether or not it's in the existing use, what's  
8 happening here. We have a facility that needs  
9 improvement. They're going to put lots and lots  
10 of money into it. It's going to stay available  
11 for the public. It's going to stay available for  
12 them, who is one of the predominant users as now  
13 as they have been since 2010, is my  
14 understanding, and may go back beyond that. So  
15 there are many factors that you look at. But all  
16 of the facts point to the fact that this is not  
17 an alienation of parkland. I don't have any  
18 doubt that it's not an alienation of parkland.

19 LEGISLATOR JACOBS: Because we had  
20 written for an opinion to the Attorney General on  
21 this, just because it seemed to --

22 MS. HOUDEK: There's a typo in the  
23 agreement -- I didn't mean to interrupt. I'm  
24 sorry.

25 LEGISLATOR JACOBS: It's okay.

2 MS. HOUDEK: There's a type where the  
3 word lease appears. It's clearly a typo and that  
4 could have been resolved with a phone call to the  
5 county attorney's office.

6 LEGISLATOR JACOBS: Okay. If you want  
7 to continue on alienation. I want to ask about  
8 the figures.

9 MS. HOUDEK: I'll be here, if you have  
10 more questions on that.

11 LEGISLATOR JACOBS: Mr. Foskey --

12 COMMISSIONER FOSKEY: Yes.

13 LEGISLATOR JACOBS: Let me explain. My  
14 questions deal more with what makes this  
15 worthwhile for us to do.

16 I love Molloy College. I also love  
17 Nassau Community College. As a former teacher, I  
18 happen to have a special feeling for places of  
19 education, be they undergraduate or graduate.  
20 That being said.

21 It's a concern to me -- I think I'm  
22 correct in what I'm saying now. 1.2 million to  
23 redo the fields.

24 COMMISSIONER FOSKEY: Correct.

25 LEGISLATOR JACOBS: A 20 year use and

2 occupancy agreement.

3 COMMISSIONER FOSKEY: Yes.

4 LEGISLATOR JACOBS: With a clause that  
5 allows it to be extended ten more years.

6 COMMISSIONER FOSKEY: Yes.

7 LEGISLATOR JACOBS: Bringing in  
8 approximately \$50,000 a year.

9 COMMISSIONER FOSKEY: I think you had a  
10 workup done by the Office of Budget --

11 LEGISLATOR JACOBS: Yes. And I'm  
12 looking at a lot of that as I'm talking to you.  
13 But the reason I'm saying this to you in  
14 particular is this.

15 Explain to me, for \$50,000 a year, since  
16 you're the parks commissioner, why would we -- I  
17 know we're not losing it -- but why would we feel  
18 an arrangement such as this -- I'm not minimizing  
19 \$50,000, don't get me wrong. But I'm just saying  
20 it doesn't seem like an enormous amount of money  
21 to warrant us entering into an agreement which  
22 may or may not affect Nassau Community College to  
23 a degree and may or may not affect Molloy, I'm  
24 not sure. I want to ask you that in a minute,  
25 whether Molloy takes precedence no matter what.

2 Let's say, unbeknownst to us at this  
3 moment, that what Nassau Community College uses  
4 does become affected by Molloy having first dibs,  
5 I guess I'd say, on the property.

6 One of the young people -- I'm sort of  
7 following what the presiding officer was doing.  
8 One of the young people, who is a member of the  
9 board of trustees of the College, expressed  
10 concern that -- forgetting about the amount  
11 that's coming in that I question whether it's  
12 enough to warrant going into this. What are you  
13 going to do if you have to start transporting  
14 teams? First of all, I guess it would be a  
15 twofold question. Do you transport to Mitchel  
16 Field for the students that are playing? And if  
17 you have to transport to Eisenhower Park that's a  
18 longer ride. Obviously, how will this affect the  
19 budget of Nassau Community College, to begin  
20 with?

21 COMMISSIONER FOSKEY: First of all, it  
22 should have no impact on the budget. Nassau pays  
23 zero for the use of the fields and Nassau will  
24 continue to pay zero for the use of the fields.  
25 I think the broader, larger picture here is that

2 for the first time the County of Nassau will have  
3 an NCAA championship turf field that not only  
4 could Molloy, Nassau, people who live in your  
5 district and anyone else's district will be  
6 available to use that field. We will also be  
7 able to track people from around the country,  
8 including the tri-state area, to host games at  
9 that field, championship games - they will stay  
10 at our hotels, eat at our restaurants. This is a  
11 win-win situation for Nassau County. It is  
12 inconceivable how Nassau County could not benefit  
13 and all of the residents benefit from the use of  
14 this NCAA championship turf field.

15 In addition, what people fail to realize,  
16 this field will be available for additional days  
17 in the year, because of the weather. A day like  
18 tomorrow when it rains, you can play on a turf  
19 field. The only time you can't play on a turf  
20 field is when it's too cold.

21 In addition, last year Nassau had 50 days  
22 -- I'm sorry -- Molloy had 50 days when it  
23 rained. That's 50 days alone that they could not  
24 use that field. That's just the days it rained,  
25 not the days it took us to get the field back in

2 shape again. So this is a win situation for  
3 them.

4 In addition, if a dugout and scoreboard  
5 goes in, once again it makes those fields more  
6 valuable at no cost to the residents and  
7 taxpayers of the County of Nassau.

8 LEGISLATOR JACOBS: But --

9 COMMISSIONER FOSKEY: And if I seem  
10 passionate about this, I am. It is inconceivable  
11 how we could not want to bring a championship  
12 turf field to Mitchel Field.

13 If you go to Mitchel Field lately and see  
14 that beautiful stadium that was built there years  
15 ago, it is probably one of our crown jewels in  
16 the park system.

17 LEGISLATOR JACOBS: I want to explain  
18 something to you. We're really not on two  
19 opposite ends here.

20 COMMISSIONER FOSKEY: Then I urge you to  
21 vote yes.

22 LEGISLATOR JACOBS: I know. I know. I  
23 know. But I'm going to tell you that if you know  
24 me well enough, I'm going to have to get my mind  
25 wrapped around this and say it's the best thing

2 since sliced bread to do this, and right now I  
3 don't know that I have my mind there.

4 I'm looking at the schedule where Molloy  
5 would have just about the most -- I don't know if  
6 it's the most, I don't know enough about the  
7 sport. It seems to have a good picking, good  
8 pickings during the week of the use of the  
9 fields.

10 COMMISSIONER FOSKEY: From 3:30 to 6:00,  
11 yes.

12 LEGISLATOR JACOBS: Right.

13 COMMISSIONER FOSKEY: But not  
14 automatically, though. This doesn't happen  
15 automatically. By you agreeing to this they're  
16 not going to be able to walk on these fields in  
17 March at 3:30. What happens in January, Molloy  
18 sits down with us, along with the College and our  
19 other users, and we have what we call a field  
20 allocation coordinator, and we see what's  
21 available and we work it out with everyone. In  
22 addition, the primetime for these fields are  
23 after that. We have the ability to adjust our  
24 use of these fields, the slots that we have the  
25 ability to adjust, whether it's 2:00 to 4:00,

2 whether it's 6:00 to 8:00, or 3:00 to 6:00.

3 We've spoken - we actually spoke to the College  
4 about it. The College knows about it.

5 If you look at the College application  
6 this year, it actually denotes Eisenhower Park on  
7 it. They've been aware that there's going to be  
8 some type of sharing of this field, and they're  
9 in support of this.

10 LEGISLATOR JACOBS: Who else uses the  
11 field, to the best of your knowledge now, besides  
12 Nassau Community College? Do you have --

13 COMMISSIONER FOSKEY: We have three  
14 private leagues that use the field, and they're  
15 aware of it also. And they're in agreement with  
16 this, because they are going to have turf fields  
17 to play on now and they can play longer.

18 LEGISLATOR JACOBS: And they don't use  
19 it until after six o'clock?

20 COMMISSIONER FOSKEY: After six o'clock,  
21 that's when people get off work. People have  
22 jobs. Working people can't play at three o'clock  
23 in the afternoon.

24 LEGISLATOR JACOBS: So talk to me for a  
25 second then about the money. It appears to me --

2 I understand when it rains. Just bear with me  
3 one second.

4 I realize that in certain ways this is a  
5 financial benefit with them building it. But the  
6 maintenance of it is crucial. I'm talking,  
7 believe me, through the top of my head because I  
8 never built a turf field nor do I have any  
9 children that have played on it. But I  
10 understand the life of the turf field is very  
11 much contingent upon the maintenance that it  
12 receives. You and I both know that with recent  
13 cutbacks and with the problems financially in the  
14 county, we don't have overflowing staff to  
15 maintain. Do you actually feel confident in your  
16 mind that you are going to be able to maintain  
17 this turf field?

18 COMMISSIONER FOSKEY: There's very  
19 little maintenance involved with a turf field.  
20 When it comes to the machinery, we already own  
21 the machinery. We have turf fields down at Grant  
22 Park and Cedar Creek that we currently maintain.  
23 It's very low maintenance with turf fields. They  
24 come lined and they don't require the clay that  
25 we do every year, you don't have to rake them,

2 and they usually have a warrantee.

3 LEGISLATOR JACOBS: I understand eight  
4 years, though.

5 COMMISSIONER FOSKEY: Are there any  
6 additional questions?

7 LEGISLATOR JACOBS: I was waiting for  
8 you. I'm sorry. I was watching you reading that  
9 and I wasn't sure if you were looking up  
10 something.

11 COMMISSIONER FOSKEY: What's the  
12 question, the maintenance?

13 LEGISLATOR JACOBS: The maintenance and  
14 the fact that -- I'm concerned that for 50,000 a  
15 year, what are we really gaining and what is the  
16 rush? I assume that this will not be usable this  
17 year.

18 COMMISSIONER FOSKEY: It will be usable  
19 this year. I will be able to rent this field out  
20 this year.

21 LEGISLATOR JACOBS: When this year?

22 COMMISSIONER FOSKEY: As soon as the  
23 U&O, the license agreement is signed and it's  
24 certified by the clerk, they will start the work.  
25 This can be done in very little time.

2 LEGISLATOR JACOBS: How long does it  
3 take to build a turf field?

4 COMMISSIONER FOSKEY: You have to ask  
5 DPW. But we're anticipating it being done in  
6 probably the next two months.

7 LEGISLATOR JACOBS: But it won't be  
8 ready for the baseball season. Am I correct?

9 LEGISLATOR JACOBS: When you're looking  
10 at the summary, we talk about two times in the  
11 year. There's the January -- I believe there's  
12 the -- it won't be available for the college  
13 season but it will be available for the adult  
14 leagues that we use. So the residents will be  
15 able to use it.

16 LEGISLATOR JACOBS: I guess we won't  
17 come to any agreement if the \$50,000 makes it  
18 worthwhile or not. When I saw that figure, I  
19 thought to myself what are we gaining here?

20 COMMISSIONER FOSKEY: We do save money.  
21 When we maintain these fields now it takes a  
22 certain amount of clay, it takes a certain amount  
23 of labor that we have to do every year, and also  
24 the fields are out of service to us a number of  
25 the days of the year, so that's monies that we

2 are not able to rent those fields. And also the  
3 benefit that people can actually play on those  
4 fields during the time of the year and the season  
5 is extended longer. January, February, and  
6 March, our fields open in April and they close  
7 around October. Now the fields will be available  
8 additional months of the year. There is revenue  
9 to be gained, and there's also a savings in not  
10 having a groundskeeper to go out to rake the  
11 fields, fertilize the fields, and to irrigate the  
12 fields.

13 LEGISLATOR JACOBS: I understand it  
14 doesn't require fertilizer, fungicide or clay --

15 COMMISSIONER FOSKEY: Or irrigation.

16 LEGISLATOR JACOBS: and the irrigation  
17 is not needed, correct, because it's turn.

18 COMMISSIONER FOSKEY: Correct.

19 LEGISLATOR JACOBS: But it does have an,  
20 I guess, eight year lifecycle or it could last a  
21 little longer with better maintenance.

22 COMMISSIONER FOSKEY: Yes.

23 LEGISLATOR JACOBS: What do they call  
24 better maintenance of a turf field then?

25 COMMISSIONER FOSKEY: Usually the

2 maintenance is decided by the warrantee. We have  
3 them at Grant Park and Washington Avenue, also,  
4 and we've had no trouble at either one of those  
5 fields. And it depends on the usage of it, how  
6 often they're used and the type of people who use  
7 the fields.

8 LEGISLATOR JACOBS: And we would be  
9 responsible -- let's say the last ten years, then  
10 we are responsible for the replacement at that  
11 point? Or who is responsible for the replacement  
12 at that point?

13 COMMISSIONER FOSKEY: According to the  
14 county attorney, there is a 60/40 split.

15 LEGISLATOR JACOBS: At that point.

16 COMMISSIONER FOSKEY: Correct. For  
17 capital.

18 LEGISLATOR JACOBS: At that point.

19 COMMISSIONER FOSKEY: But then we also  
20 have the right to -- it's a license agreement, so  
21 at that point we have the right to make a  
22 decision not to move forward with it.

23 CHAIRWOMAN GONSALVES: I want to follow  
24 that question up. Is it likely that the same  
25 kind of, let's say, replacement after eight years

2 would be the same as putting in a new turf field?

3 COMMISSIONER FOSKEY: No. There would  
4 be some modification, maybe some patching. It  
5 would not be a whole new turf field.

6 CHAIRWOMAN GONSALVES: So it couldn't  
7 cost as much as it would if we put in a new turf  
8 field. Correct? In other words --

9 COMMISSIONER FOSKEY: DPW would probably  
10 have to answer that. I don't think the cost  
11 would be as much because some of the foundation  
12 work would have already been done.

13 CHAIRWOMAN GONSALVES: I wanted to bring  
14 that point up; I thought it would be important  
15 for us to do that.

16 LEGISLATOR JACOBS: I want --

17 COMMISSIONER FOSKEY: It would just be  
18 the top layer of carpet that you would have to  
19 replace not the whole thing.

20 LEGISLATOR JACOBS: I understand. I'm  
21 not going to belabor it because I'm the first to  
22 admit I'm not an expert on turf. I would like to  
23 -- I guess maybe I would feel a little more  
24 comfortable -- I am a little more comfortable for  
25 the College, Nassau Community College, that's

2 what I'm talking about, because I've done my  
3 homework with them. I'm not very comfortable  
4 that we're getting enough for our money. I'm  
5 sorry. I'm not completely comfortable.

6 I'll end. I just don't have anything  
7 more to add.

8 COMMISSIONER FOSKEY: Thank you.

9 CHAIRWOMAN GONSALVES: Would you like  
10 that Maurice come up and give us his analysis of  
11 this contract?

12 LEGISLATOR JACOBS: Sure. Yes.

13 CHAIRWOMAN GONSALVES: Thank you,  
14 Commissioner. But we may get you back.

15 MR. CHALMERS: Maurice Chalmers, Budget  
16 Review.

17 We looked at it in two contexts, in the  
18 context of either Nassau paying for it, we paid  
19 for it - that alternative is not really viable  
20 right now because NIFA is not going to let us  
21 bond for it. But we found that if we paid for  
22 the improvements and charged the higher fees, we  
23 could actually net a profit of approximately .9  
24 million over the 30 years. If Molloy pays for  
25 it, since we are not absorbing the cost we have a

2 greater return of approximately 2.5 million.

3 LEGISLATOR JACOBS: Which equals about  
4 50,000 a year.

5 MR. CHALMERS: It's about \$60,000 a  
6 year, and plus there are some of the savings, in  
7 terms of cost, not utilizing fertilizers, clays,  
8 and irrigation system. But revenue wise it's  
9 about \$60,000 a year.

10 LEGISLATOR JACOBS: So your advice would  
11 be -- I don't want to put words in your mouth.  
12 What would you say, bottom line?

13 MR. CHALMERS: Bottom line is right now  
14 option one may not be an option because we can't  
15 fund the project. Option two is probably the  
16 only one that we can do right now because Molloy  
17 is willing to fund the money.

18 CHAIRWOMAN GONSALVES: I have a  
19 question. Is the 2.5 million over the 30 years?

20 MR. CHALMERS: It's over the 30 years.

21 CHAIRWOMAN GONSALVES: Over and above  
22 the cost of putting in the turf field?

23 MR. CHALMERS: That is all the costs.  
24 That is also including the discount that they  
25 would get, the 50 percent discount.

2 CHAIRWOMAN GONSALVES: Thank you.

3 LEGISLATOR JACOBS: I just have one more  
4 question and then I'm finished. Only I. Mr.  
5 Foskey, if I could just ask you one more time.

6 When you and I were talking about Nassau  
7 Community College and their time, I know assuming  
8 isn't such a great thing to do but I have to  
9 assume that their time would more or less mirror  
10 what Molloy considers primetime. I would more or  
11 less assume that a college student, probably  
12 between 3:00 and 6:00 would be a primetime for  
13 them too.

14 COMMISSIONER FOSKEY: It could be. But  
15 I think we'll be able to work it out. I'm  
16 confident that we will be able to work it out.  
17 We were able to work it out last time when we had  
18 Bay Park -- Molloy has been very consolatory.

19 To address your other question too, I  
20 believe when you talk about Nassau traveling, I  
21 think the coaches here, the Lacrosse team travels  
22 to Cedar Creek and tennis goes to Eisenhower. So  
23 they actually travel now for different things.

24 LEGISLATOR JACOBS: I believe -- I don't  
25 know exactly how you worded it. When you said

2 that you've already spoken to Nassau Community  
3 College --

4 COMMISSIONER FOSKEY: They are here. He  
5 can tell you that he spoke to us. We sat down.  
6 We're going to work out a schedule.

7 LEGISLATOR JACOBS: Okay.

8 COMMISSIONER FOSKEY: We've always  
9 worked well with them.

10 LEGISLATOR JACOBS: But how does it --  
11 I'm just trying to think logically, as John Q.  
12 Public. Why would someone who is actually  
13 putting the money in to build the field actually  
14 not get -- I'm not saying wrongly so or rightly  
15 so -- not get the better end of the deal as far  
16 timing goes? I wouldn't understand that.

17 COMMISSIONER FOSKEY: They just want to  
18 play their games on a nice field. That's all  
19 they want to do. They just want a quality field  
20 to play on, that's all. They want to have it for  
21 the kids. And they were willing to do it two  
22 years ago, also. This is not new. They were  
23 willing to do this in Bay Park.

24 CHAIRWOMAN GONSALVES: Commissioner, who  
25 is here from the College who would address this?

2 COMMISSIONER FOSKEY: There's a few of  
3 them here.

4 MR. CUTOLO: Chuck Cutolo, general  
5 counsel for governmental and media relations.

6 At this point in time, the Commissioner  
7 is absolutely right that there have been  
8 discussions that have taken place between the  
9 College -- between the coach and the parks  
10 department. However, in light of Chairman  
11 Prime's statement earlier today which he  
12 indicated that he was urging that the matter be  
13 tabled until further questions could be answered,  
14 I think that to be consistent with his remarks, I  
15 would have to say that our position really is in  
16 abeyance until we got certain assurance in  
17 writing.

18 The Commissioner has been really good in  
19 all the stuff that the coaches have dealt with  
20 him on. But I don't want to have the  
21 misimpression that the College has signed off on  
22 this, in light of the chair of the board's  
23 comments that our comfort level would be much  
24 greater if the assurances that might be verbal at  
25 this point in time be put in writing. I know

2 that sounds a little bit ambiguous. On the other  
3 hand, the chair of the board I thought was pretty  
4 clear in saying at this point in time he did not  
5 feel comfortable enough, in terms of the item  
6 going forward. But really that's your choice.  
7 But I don't want there to be a misimpression that  
8 where we are right now, in light of the fact that  
9 I think the chair and the members of the board  
10 would feel more comfortable with the things be in  
11 writing, that is still our position.

12 If I could take one -- 30 second of  
13 indulgence on one point, since I'm up here.

14 There have been e-mails that have gone  
15 back and forth in the College. A letter was sent  
16 from the College that -- to the Rules Committee  
17 that categorically was in support of this lease.  
18 I have spoken with people individually but I  
19 would like to put this on the record. Has  
20 anybody here, who is a member of the Rules  
21 Committee or staff, received such a letter from  
22 the College that categorically says we are in  
23 support of this agreement?

24 LEGISLATOR JACOBS: I haven't.

25 MR. CUTOLO: Has anybody? Because we'll

2 have a board of trustees meeting tomorrow that I  
3 fully anticipate that there will be demands about  
4 the authorship of a letter which I think is  
5 nonexistent. So, for the record -

6 LEGISLATOR JACOBS: No.

7 MR. CUTOLO: I appreciate your personal  
8 indulgence on that part.

9 With respect again to the agreement  
10 itself, I really can't go north -- go beyond the  
11 statement of the chair of the board at this point  
12 in time. As much as we respect the actions of  
13 the commissioner in the past and as much as I  
14 feel pretty confident that the types of  
15 agreements -- assurances that we want in writing  
16 will materialize, it's just not there yet.

17 LEGISLATOR JACOBS: Thank you very much.

18 CHAIRWOMAN GONSALVES: Are you going to  
19 speak, Mr. Wink? Who do you want to speak to?

20 LEGISLATOR WINK: Ms. Houdek, can I  
21 speak with you a moment?

22 MS. HOUDEK: Just like the Commissioner,  
23 I'm always available to speak with anybody.

24 LEGISLATOR WINK: I know that and I  
25 appreciate that, Jane. I really do.

2 I'm wondering. There was a case just  
3 within the last few weeks out of New York County  
4 Supreme - *Union Square Park Community Coalition*  
5 *v. New York City Department of Parks* - which,  
6 among other things, seems to indicate that if the  
7 termination of an agreement cannot be arbitrary  
8 and capricious, as this one would not be able to  
9 be arbitrary and capricious, then it must be for  
10 a reason or, as lawyers like to say, for cause.  
11 I'm reading directly from the case itself --

12 MS. HOUDEK: Right.

13 LEGISLATOR WINK: meaning that it's not  
14 terminable at will. So the fact that it's an  
15 irrevocable agreement -- the fact that we call it  
16 that doesn't necessarily make it so, is what I'm  
17 reading this opinion to mean.

18 MS. HOUDEK: I don't exactly read the  
19 opinion the same way. I read the opinion -- as I  
20 said, all of these cases are viewed -- all of  
21 these issues are viewed in a case-by-case basis.  
22 What I view that case is about is you had a small  
23 park in New York City and in that tiny little  
24 park they wanted to put a great big restaurant, a  
25 great big commercial restaurant. There was no

2 provision in the agreement for the City for these  
3 people to be paid back. So even if the City  
4 terminated it, what was going to happen? The  
5 case is a long case and they parsed through the  
6 whole thing. At the very end they through in  
7 this thing about arbitrary and capricious. Well,  
8 you know what? We don't act arbitrary and  
9 capriciously around here. If the next county  
10 executive comes along and wants to terminate all  
11 outside arrangements with people in the parks,  
12 whatever license they have, that would perfectly  
13 be within its rights and that would be arbitrary.

14 LEGISLATOR WINK: It might be  
15 capricious.

16 MS. HOUDEK: What?

17 LEGISLATOR WINK: It might be  
18 capricious.

19 MS. HOUDEK: Maybe not. Maybe they've  
20 taken a look at it and they don't care for -- to  
21 have outside people run things anymore than when,  
22 you know, different county executives come in and  
23 make a different arrangement with how they're  
24 going to run different county departments and  
25 different county offices. I don't see how that

2 would be capricious if you make a determination  
3 about how you're going to manage things.

4           LEGISLATOR WINK:     I would submit that an  
5 administration that came into office claiming  
6 they were taking the parks back for the taxpayers  
7 of Nassau County and now have since begun license  
8 agreement after license agreement in various  
9 instances to, in fact, arguably give away those  
10 parks again, one could certainly argue that that  
11 was an arbitrary and capricious action on their  
12 part. But be that as it may.

13           I appreciate your consideration of this  
14 case. And I think that, unfortunately as you  
15 indicate, these cases are always done on a case-  
16 by-case basis and alienation apparently is in the  
17 eye of the holder more so than in any kind of  
18 black letter law. So I appreciate your concern  
19 with that.

20           MS. HOUDEK:     And we do have cases that  
21 indicate that -- earlier cases than this one at a  
22 similar trial court level that have arbitrary and  
23 capricious language in it and found just the  
24 opposite.

25           As you said, it's a case-by-case basis

2 and you have to look at it and you have to look  
3 at the totality of the circumstances. And I  
4 think under the totality of the circumstances  
5 it's very clear that this license is not an  
6 alienation of parkland.

7           LEGISLATOR WINK: I appreciate your  
8 opinion on that.

9           Commissioner Foskey, if I could ask you.  
10 We've heard from Mr. Cutolo. We've heard from  
11 Mr. Prime, as the president of the board of  
12 trustees. We, on this legislature, I believe I'm  
13 not alone in indicating that there are as many as  
14 14 e-mails that we've received today from members  
15 of the Community College community at large,  
16 professors, students, and otherwise, indicating  
17 that they had no knowledge of this proposed  
18 transaction and that they are asking that we  
19 table this for a period of time, until they can  
20 be brought up to speed. I submit to you that  
21 that might be the best course. In point of fact,  
22 since we're not going to be up and running for  
23 this baseball season, I submit to you that  
24 perhaps the best course of action would be to  
25 actually go meet with the trustees, go meet with

2 student leaders and allow them an opportunity to  
3 gain some sort of comfort from the fact that the  
4 parks department is going to accommodate their  
5 wishes with respect to at least alternatives, if  
6 not this exact field.

7 COMMISSIONER FOSKEY: Well, you've heard  
8 in the past we've accommodate them and we  
9 continue to accommodate them. They knew about  
10 it. They were aware about it. The only thing I  
11 can say is perhaps the people who e-mailed you  
12 were not fully informed of all the facts of the  
13 situation.

14 LEGISLATOR WINK: Which is exactly my  
15 point, Commissioner.

16 COMMISSIONER FOSKEY: But it's not going  
17 to change. We're going to -- I'm on the record  
18 saying this. There's a court reporter here  
19 taking the transcript down, and I have to appear  
20 before you again. The only thing a person has is  
21 their word, and you have my word that I'm going  
22 to accommodate them. And I will accommodate  
23 them.

24 I live in Nassau County. I'm a resident  
25 of Nassau County. I drive by the College every

2 day. This is in the best interest of everyone,  
3 including myself as a taxpayer and a resident.

4 That's up to you. That's your option.  
5 But I think you'd be doing a miscarriage and a  
6 disservice to the taxpayers and residents of this  
7 county is you table this item.

8 Thank you.

9 LEGISLATOR WINK: I appreciate your  
10 opinion. Before you leave Commissioner, can I  
11 ask you about the details of the existing  
12 agreement that Molloy has with the County with  
13 respect to Bay Park?

14 COMMISSIONER FOSKEY: This is a perfect  
15 example of what I'm talking about. There's  
16 really no, what you would call, an existing  
17 agreement. Molloy comes in and we give out  
18 permits to them, our Retract system, like we do  
19 anybody else. There's no agreement. A folder  
20 back at park administration. They come in in  
21 January, just like anyone else and they ask for  
22 fields. We go through our fields and we give  
23 them a field and issue a permit, and that's what  
24 happens. That's what I'm trying to say to you.  
25 There's a lot of misinformation. There's no

2 agreement. Okay?

3 LEGISLATOR WINK: There was an  
4 agreement, as I understand it. But if I'm not  
5 mistaken, I think that it was a 50/50 split  
6 between the county --

7 COMMISSIONER FOSKEY: That agreement,  
8 NIFA denied us the right to contract that so  
9 there's no agreement.

10 LEGISLATOR WINK: Right. And I'm not  
11 trying to claim otherwise. My question I guess  
12 is how has that arrangement worked out? If you  
13 don't want to call it an agreement, I can  
14 appreciate that.

15 COMMISSIONER FOSKEY: We never acted  
16 upon that.

17 LEGISLATOR WINK: No, no. The  
18 arrangement where they come in every January,  
19 they rent out the fields for a period of time.  
20 Are they current on their payments?

21 COMMISSIONER FOSKEY: Yes. They are  
22 current.

23 LEGISLATOR WINK: Have they been  
24 cooperative, in terms of working on maintenance  
25 and other issues with the county?

2 COMMISSIONER FOSKEY: They are current  
3 on their payments.

4 LEGISLATOR WINK: Believe me, I'm not  
5 asking this with an agenda. I'm simply asking a  
6 question.

7 COMMISSIONER FOSKEY: We have no issues  
8 with Molloy. They are current on their payment.

9 LEGISLATOR WINK: Okay.

10 COMMISSIONER FOSKEY: They're not in  
11 arrears. If they're in arrears, we wouldn't be  
12 before you. There's a little clause in every  
13 contract the county attorney writes that you  
14 can't sign an agreement with someone that you're  
15 in arrears with.

16 LEGISLATOR WINK: Well, I can appreciate  
17 that, Commissioner. But given recent stories  
18 about SMG and the Coliseum, obviously it doesn't  
19 --

20 COMMISSIONER FOSKEY: Unlike some other  
21 people, I have a license to practice law.

22 LEGISLATOR WINK: always translate into  
23 enforcement.

24 COMMISSIONER FOSKEY: And I'm not going  
25 to jeopardize my license to practice law and lie

2 to this body or any other body, not over a  
3 contract for Molloy. I don't have a horse in  
4 this race.

5 LEGISLATOR WINK: Commissioner.  
6 Commissioner, please. I'm not accusing you of  
7 anything.

8 COMMISSIONER FOSKEY: But you mentioned  
9 SMG. This is not about SMG. This is about  
10 what's before this body today.

11 LEGISLATOR WINK: Commissioner, I am  
12 simply saying that history is replete in this  
13 county --

14 COMMISSIONER FOSKEY: Not with me.

15 LEGISLATOR WINK: of examples where --

16 COMMISSIONER FOSKEY: Not with me.

17 LEGISLATOR WINK: of examples where we  
18 continue contracts or create new contracts for  
19 people who are --

20 COMMISSIONER FOSKEY: Judge me not by my  
21 predecessors or by my colleagues. Judge me by  
22 how I appear before you.

23 LEGISLATOR WINK: Commissioner, I can  
24 appreciate that. But the fact of the matter is -  
25 -

2 COMMISSIONER FOSKEY: If you can, we  
3 wouldn't be going down this road.

4 LEGISLATOR WINK: Commissioner, with all  
5 due respect, you're being very defensive. I'm  
6 asking you a generic question to try to get a  
7 sense of whether or not there is any reason to be  
8 concerned about Molloy going forward.

9 COMMISSIONER FOSKEY: None.

10 LEGISLATOR WINK: And I appreciate the  
11 fact that you're giving me that information.  
12 Thank you.

13 COMMISSIONER WINK: Thank you.

14 CHAIRWOMAN GONSALVES: Minority Leader  
15 Abrahams.

16 LEGISLATOR ABRAHAMS: I'm not too sure  
17 who could answer this, so you guys can stay  
18 seated and then whoever feels they can hit it,  
19 stand up, get up and do it. It might be a  
20 question for you, Mrs. Houdek.

21 I'm looking at an agreement with Nassau  
22 County and Nassau Community College where it  
23 talks about many different uses of the  
24 facilities. But, more importantly, if I can read  
25 from a particular section about the procedures

2 for how facilities are going to be used. It  
3 talks about basically the scheduling for the use  
4 of parks facilities. I just wanted -- I have a  
5 question. The agreement goes back to 2008, March  
6 12, 2008. Has anyone reviewed this agreement to  
7 ensure that it is not being violated with this  
8 current proposal with Molloy?

9 CHAIRWOMAN GONSALVES: I just want to  
10 ask, did that agreement ever come to the  
11 Legislature?

12 LEGISLATOR ABRAHAMS: Let me take a  
13 look. Let's see. It's signed by the  
14 commissioner. I'm sorry. It's signed by Mr.  
15 Foskey's predecessor, Jose Lopez. It is signed  
16 by Dr. Fanelli. It says effective date and  
17 determination. These procedures shall be  
18 effective upon the approval of the Department and  
19 the College -- so you're right, it's not with the  
20 County -- and shall remain in effect for a period  
21 of 20 years, subject to -- it just seems like.  
22 It just seems to me that it would be a little  
23 backwards on behalf of the administration at that  
24 time to do something for such a long period of  
25 time, and then there's actually an appendix that

2 actually talks about who is going to play on what  
3 fields. I'm sorry. Is anybody aware of this  
4 document?

5 CHAIRWOMAN GONSALVES: You have to know  
6 that that document is not really binding.

7 LEGISLATOR ABRAHAMS: How do you know  
8 that?

9 CHAIRWOMAN GONSALVES: Because it didn't  
10 come from the administration, that's why.

11 LEGISLATOR WINK: You can't say it's not  
12 binding. You can say it's questionable --

13 LEGISLATOR ABRAHAMS: It's  
14 questionable.

15 CHAIRWOMAN GONSALVES: It is  
16 questionable. Because I had a -

17 LEGISLATOR WINK: You can question it,  
18 but don't say --

19 CHAIRWOMAN GONSALVES: Wayne. Wayne, I  
20 had --

21 LEGISLATOR ABRAHAMS: Mr. Cutolo's at  
22 the podium.

23 CHAIRWOMAN GONSALVES: Just hold on a  
24 minute. I had a situation where a previous  
25 commissioner of parks signed a document holding

2 the county responsible for what was in that  
3 document; however, it never went through the  
4 administration, never went through this body, and  
5 therefore it was not binding.

6 LEGISLATOR WINK: And that does not mean  
7 that this is not a binding agreement. My point  
8 simply is, Ms. Gonsalves, to the extent that  
9 there may be some question as to whether or not  
10 this is a binding document, I would indicate that  
11 for the record, but I wouldn't necessarily make a  
12 conclusory statement that it's not a binding  
13 document until you've done your research. That's  
14 my only point.

15 LEGISLATOR ABRAHAMS: If I may. This  
16 document, which we'll clock in and add to the  
17 record, it also has responsibilities to be  
18 reciprocated on behalf of the College, which they  
19 are providing a benefit to the county, the  
20 department; maybe Mr. Foskey is unaware of or  
21 maybe he knows of. It just seems to me to be  
22 improper practice, that it would make more sense  
23 to make sure that we're not violating this  
24 agreement. Even if it's not something that's  
25 binding, it could be something that jeopardizes

2 what the county benefits from the College.

3 MR. CUTOLO: I certainly understand the  
4 position of the Minority Leader with respect to  
5 making sure that the agreement that's under  
6 consideration now not violate this agreement and  
7 obviously we support the position on that.

8 With respect to the question about  
9 whether it -- was that a question, whether it  
10 went to the legislature? And the answer to that  
11 is the county attorney at that time did not  
12 believe it had to go to the legislature.

13 CHAIRWOMAN GONSALVES: And who was the  
14 county attorney at that time?

15 MR. CUTOLO: Lorna Goodman.

16 LEGISLATOR ABRAHAMS: Ms. Houdek, I  
17 know it's very hard for you -- what I'm about to  
18 ask --

19 MR. CUTOLO: It has been adhered to  
20 since then. To answer your question, because I'm  
21 obligated to answer the question, did it go to  
22 the legislature? No and because the county  
23 attorney at that time felt it did not have to go.

24 LEGISLATOR ABRAHAMS: It did not have  
25 to go. Okay.

2 Ms. Houdek, are you familiar with this  
3 agreement? I know you've been with the county  
4 attorney's office since 2008, actually well  
5 before that.

6 MS. HOUDEK: From your description, I'm  
7 not familiar with it. Maybe if you shared it  
8 with me. Honestly, if somebody had shared it  
9 with me earlier in the day today, I spent the  
10 whole day sitting here, I probably could have  
11 given you some more intelligent responses to it.  
12 So if you want to share it with me now, I'd be  
13 happy to take a look at it and we could have a  
14 discussion.

15 LEGISLATOR ABRAHAMS: Sure. We should  
16 do that.

17 My next question actually ties into --  
18 actually it's more of a concern.

19 I think Legislator Wink highlighted the  
20 fact that there seems to be several different  
21 entities that have asked us to table, and I  
22 understand Mr. Foskey's position -- Commissioner  
23 Foskey's position that nothing's going to change  
24 between today or two weeks from now and he would  
25 urge us to do this. It just seems to me then

2 rather to try to give the impression to these  
3 entities, one being Mr. Faruque Amin, another  
4 being Mrs. Kimberly Riser, she is from the  
5 Academic Senate Chair, another from Debra DeSanto  
6 from the NCST -- I've got a lot of them here.  
7 But rather than trying to give them the  
8 appearance that we're trying to push this down  
9 their throats, wouldn't it be more prudent to try  
10 to see if we could schedule a meeting, get them  
11 to understand exactly what the College is trying  
12 to do, in addition to what Molloy is trying to  
13 do, and then come back and, you know, in the next  
14 couple or two weeks or so and be able to have  
15 everybody on board? It makes no sense to have  
16 some people not on board and some people on  
17 board. You may very well have everybody on  
18 board. You may have the College, who gets the  
19 answers that they want. They've asked for things  
20 that have been expressed verbally to be in  
21 writing. At the same time you'll have each and  
22 every one of these entities in the loop and being  
23 able to respond accordingly.

24           It's just a better -- you guys ultimately  
25 will do what you want to do. But for two weeks,

2 I think it would definitely benefit all of these  
3 entities involved so that they can get a clearer  
4 understanding.

5 Mr. Foskey, I'll be honest. Outside of  
6 the fact I'm not too sure -- we have written a  
7 letter to the attorney general to try to get some  
8 explanations on the alienation of parkland. But  
9 outside of that, the deal that you have put  
10 forward, it appears to be a sound deal. I'm not  
11 knocking it at all.

12 I've always thought that you've always  
13 come to the legislature well prepared, and from  
14 that standpoint this is not different. From our  
15 position in regards to the deal, it seems to be a  
16 very cut and dry deal for the County. So from  
17 that standpoint, it really just sounds like it  
18 needs to be explored and explained to the  
19 entities that are involved, while at the same  
20 time it could lend some credibility to the folks  
21 that have written us letters in the last couple  
22 of days on their position, as well.

23 Would two weeks actually hurt us, Mr.  
24 Foskey? Would two weeks actually hurt us?

25 COMMISSIONER FOSKEY: To be honest with

2 you, yes and I'll tell you why.

3           When Molloy came before us with the  
4 original situation back in Bay Park, just Nassau  
5 Community College has a board, Molloy has a  
6 board. Molloy could just come forward and go  
7 it's been two weeks from last week and it was  
8 tabled, now another two weeks, and they could  
9 walk away from this deal, we run that risk. And  
10 then nobody wins and everybody loses here. I  
11 don't know what to tell you. It's up to you.  
12 But I think that there comes a time that you cut  
13 a fish bait.

14           CHAIRWOMAN GONSALVES: Commissioner, I  
15 believe, and I'm not speaking for everyone here,  
16 but the young people who came here today to speak  
17 regarding this contract were concerned more about  
18 the fact that they didn't have the information.  
19 There's nothing to preclude us from this point in  
20 time, even after we vote, to get those young  
21 people and inform them exactly what has gone on,  
22 what will go on, and that they will be involved  
23 in the process when you assign the use of the  
24 fields.

25           COMMISSIONER FOSKEY: That's correct.

2 And I spoke to the college professor -- I'm  
3 sorry, the acting college president, and I agreed  
4 that the testimony I gave you today, I'm willing  
5 to codify that in writing to a letter to the  
6 College. I have no problem with sticking by my  
7 word and putting it in writing to them.

8 LEGISLATOR ABRAHAMS: Thank you, Mr.  
9 Foskey.

10 My questions are kind of general in a  
11 sense and I'm not sure who can answer them. I do  
12 want to dive back into -- is Ms. Houdek still  
13 around? If you could come up, please.

14 You had mentioned before, earlier, your  
15 reasoning for why you didn't believe this was an  
16 alienation of parkland, and I appreciate your  
17 opinion. We have written a letter as well, I'm  
18 not sure if you're aware. We have written a  
19 letter to the attorney general asking for  
20 clarification. The reason I bring this up -- you  
21 deal with this stuff all the time but we deal  
22 with this stuff on a case-by-case basis. Let me  
23 give you an example of why we thought there was a  
24 concern.

25 In my district there is a property that

2 the county owns that we do a lease and occupancy  
3 agreement with Coleman Country. Are you familiar  
4 with this particular entity?

5 MS. HOUDEK: Yes.

6 LEGISLATOR ABRAHAMS: Coleman Country,  
7 from what I understand, had to go -- actually  
8 this was alienation of parkland -- had to go the  
9 two steps through the State Legislature in order  
10 to be able to try to utilize the property. Can  
11 you explain to me in layman's terms why this is  
12 so much different?

13 MS. HOUDEK: Okay. Let's start with  
14 Coleman. Coleman was a for-profit day camp and  
15 they encroached upon a preserve, a perpetual  
16 preserve that is supposed to be perpetually  
17 preserved for wild flowers, rivers and streams,  
18 and not the kind of facilities that the Colemans  
19 had I believe inadvertently built on that  
20 facility.

21 LEGISLATOR ABRAHAMS: Yes.

22 MS. HOUDEK: So in order to maintain  
23 those structures they had to get that alienation  
24 legislation through the legislature.

25 LEGISLATOR ABRAHAMS: But the

2 structures came down.

3 MS. HOUDEK: But even to just use it.  
4 You had a perpetual preserve. It's very  
5 different than an existing recreational facility  
6 that's being upgraded through a public/private  
7 partnership with another non-for-profit  
8 institution.

9 LEGISLATOR ABRAHAMS: Coleman would  
10 argue that they upgraded the property.

11 MS. HOUDEK: No, no. Upgraded the  
12 property by taking down the structures? Because  
13 that's what they had to do.

14 LEGISLATOR ABRAHAMS: No. Upgrade the  
15 property in the sense -- are you familiar with  
16 the property?

17 MS. HOUDEK: I know where it is, sure.  
18 It's right off Babylon Turnpike.

19 LEGISLATOR ABRAHAMS: If you'd let me  
20 finish. The property actually has like a  
21 waterway that actually goes through there as  
22 well. They routinely cleaned up the waterway,  
23 something that the county neglected to do.

24 MS. HOUDEK: Right. But in order to  
25 occupy that and in order to have a real estate

2 interest in that, which they have, they had to  
3 actually go through the two steps of the State  
4 Legislature.

5 LEGISLATOR ABRAHAMS: I understand  
6 that.

7 MS. HOUDEK: It's a difference in  
8 basically kind of the ownership structure of the  
9 land and the relationship that we have under the  
10 law with them.

11 LEGISLATOR ABRAHAMS: Okay. Fair  
12 enough.

13 Thank you, Ms. Houdek.

14 MS. HOUDEK: I'm trying to explain it.  
15 It's just a totally different, apples and oranges  
16 situation here.

17 LEGISLATOR ABRAHAMS: That's all for  
18 me.

19 CHAIRWOMAN GONSALVES: Legislator  
20 Walker.

21 LEGISLATOR WALKER: I really don't have  
22 any further questions, really just some comments.

23 I know -- not that I pretend to be an  
24 expert on turf fields; however, when I was over  
25 as a councilwoman in Oyster Bay we did put in

2 many turf fields. Just the use of those fields,  
3 that we could take advantage of, compared to what  
4 was there, some of them we put in in areas where  
5 there was no field at all. But to be able to use  
6 those fields basically every day, a very, very  
7 short time span could you not utilize those  
8 fields. You could have rain for a week, where  
9 you might not be able to use a park field for  
10 several days, because by the time you could let  
11 it dry out or add clay, add dirt, or whatever you  
12 had to do, it really wasn't playable for a good  
13 period of time. Now you could use those fields  
14 really almost instantly after the storm stopped  
15 or even during a storm because it wasn't full of  
16 mud or whatever.

17 Certainly, as far as the maintenance on  
18 those fields, yes, there is maintenance but it is  
19 so little compared to what the maintenance was on  
20 those fields when they were dirt, clay, or  
21 whatever.

22 I see it as a win-win situation for us,  
23 to be able to have a state-of-the-art field in  
24 our county for our teams to be able to use those  
25 fields.

2 I used to attend the field allocation  
3 meetings over in the Town of Oyster Bay. Now,  
4 granted, I wasn't sitting with the college teams  
5 or whatever. But I would sit with them. Many of  
6 them, it was large groups of people that were  
7 vying for the use of those fields, and we always  
8 worked it out and made it work. There were times  
9 something special would come up and all the  
10 players involved would always make it work. And  
11 I truly believe that our parks commissioner, as  
12 he said, he certainly would not go back on his  
13 word and put it on the record.

14 It is something that we want to see be a  
15 plus for all of our students that could use it,  
16 be it from Molloy, be it from Nassau Community  
17 and certainly for our residents too, to be able  
18 to enjoy a field such as that, and invite teams  
19 from out of the area.

20 I know for us in the Town of Oyster Bay,  
21 when we'd have teams come from other towns to  
22 play in Hicksville, Massapequa, or in Plainview,  
23 wherever it might be, people were just  
24 astonished. They would always say can't we have  
25 this in our community? Can't we have this in the

2 Town of Hempstead, Town of North Hempstead or the  
3 County? I'm very happy to see us moving forward  
4 and doing arrangements like this, that we can put  
5 state-of-the-art fields in our county.

6 CHAIRWOMAN GONSALVES: Legislator Dunne.

7 LEGISLATOR DUNNE: If our commissioner  
8 of parks could come back to the mic just real  
9 quick.

10 There will be no harm to Nassau Community  
11 College. It will not be hurt in any way, shape,  
12 or form. They have use of Nassau County  
13 facilities, just like always. They'll be made  
14 whole. They could even use those fields, when  
15 available, the field that's being made --

16 COMMISSIONER FOSKEY: Correct.

17 LEGISLATOR DUNNE: and for playoffs or  
18 whatever.

19 COMMISSIONER FOSKEY: Playoffs,  
20 practice, games.

21 LEGISLATOR DUNNE: Nassau Community  
22 will not be harmed in any way, shape, or form.

23 COMMISSIONER FOSKEY: Correct.

24 LEGISLATOR DUNNE: Thank you very much.  
25 You got my vote.

2 CHAIRWOMAN GONSALVES: Any other  
3 comments?

4 LEGISLATOR WINK: Madame Presiding  
5 Officer, at this time, given the fact that the  
6 College has asked for an opportunity to dialogue,  
7 I'm going to move to table this item.

8 LEGISLATOR JACOBS: I'll second it.

9 CHAIRWOMAN GONSALVES: We have a motion  
10 to table. All those in favor of tabling indicate  
11 by saying aye?

12 (Aye.)

13 Those opposed?

14 (Nay.)

15 The motion to table has been defeated  
16 four to three.

17 Now for the item --

18 LEGISLATOR ABRAHAMS: Hold on one  
19 second. I hate to be unfair to Mrs. Houdek,  
20 because she actually just got this item, she just  
21 actually got the document that I was referring  
22 to. Did you get a chance to look at it quickly,  
23 Mrs. Houdek? I'm sorry. I know it's not the  
24 fairest of circumstances and I acknowledge that.  
25 Just to get your opinion of it.

2 MS. HOUDEK: There's no reason why this  
3 agreement and the Molloy College agreement can't  
4 be read harmoniously so that they can be  
5 effectuated in concert with the Commissioner of  
6 Public Works adequately through Ms. Musig  
7 (phonetic) who has been doing it for years,  
8 adequately schedule time for both organizations  
9 at this facility. And as well as this particular  
10 agreement covers many of the other Nassau County  
11 facilities, which the park utilizes, such as  
12 Cantiague and Eisenhower, where we have  
13 adequately accommodated the College for years in  
14 all of those facilities with everybody else who  
15 utilizes them.

16 This is not a situation of winner take  
17 all; I think that's been made abundantly clear  
18 today. That was not the intent of the agreement,  
19 and it's certainly not the way the commissioner  
20 of parks does business, nor the way Ms. Musig has  
21 run these fields so well for years.

22 LEGISLATOR ABRAHAMS: Thank you.

23 CHAIRWOMAN GONSALVES: Thank you very  
24 much, Ms. Houdek.

25 Now for the vote. All those in favor of

2 this item please signify by saying aye.

3 (Aye.)

4 Any opposed?

5 (Nay.)

6 Abstain?

7 (Abstain.)

8 We have four yes, two abstentions, one  
9 nay. The item passes four-two-one.

10 LEGISLATOR JACOBS: Madame Presiding  
11 Officer, I want to explain by abstention. My  
12 abstention is because I felt I just needed more  
13 time to answer questions that the College had in  
14 writing.

15 CHAIRWOMAN GONSALVES: I'm hoping,  
16 Legislator Jacobs, that that will be the case, no  
17 matter what happened here today.

18 LEGISLATOR JACOBS: I hope so.

19 CHAIRWOMAN GONSALVES: And I believe  
20 that the commissioner will do it.

21 CHAIRWOMAN GONSALVES: We have one more  
22 item. It's a contract, again, this one I believe  
23 was tabled, and we need to move to un-table it.

24 Contract E-150-12, a contract with county  
25 attorney and Leventhal & Sliney, LLP.

2 Motion to un-table?

3 LEGISLATOR DUNNE: So moved.

4 LEGISLATOR WALKER: Second.

5 CHAIRWOMAN GONSALVES: Moved by  
6 Legislator Dunne, seconded by Legislator Walker.

7 Now, we don't -- we need a vote to un-  
8 table this item.

9 All those in favor of un-tabling Item E-  
10 150 signify by saying aye.

11 (Aye.)

12 Any nays?

13 (Nay.)

14 We're un-tabling it. It carries four to  
15 three.

16 Now, I believe the item has been un-  
17 tabled. Now who is here to speak on this item?  
18 Lisa, please speak to us.

19 MR. MAY: It's Ms. Lisa Locurto from the  
20 county attorney's office.

21 CHAIRWOMAN GONSALVES: Thank you very  
22 much, Mr. May.

23 MS. LOCURTO: Good afternoon. This is a  
24 contract for counsel to the Board of Ethics.  
25 Leventhal & Sliney, which has now changed its

2 firm's name to Leventhal, Curcio.

3 Steve Leventhal has served as the  
4 Chairman of the Nassau County Board of Ethics.  
5 He is a recognized expert in government ethics.  
6 He teaches ethics for the New York State  
7 Association of Counties, the New York Conference  
8 of Mayors, and is routinely asked to comment to  
9 the press about his field of expertise.

10 For these reasons, we're asking the  
11 legislature to approve the contract to provide a  
12 counsel to the Board of Ethics and to be an  
13 effective resource for the County.

14 CHAIRWOMAN GONSALVES: Questions of Ms.  
15 Locurto?

16 LEGISLATOR WINK: Just a quick question.

17 CHAIRWOMAN GONSALVES: Legislator Wink.

18 LEGISLATOR WINK: Ms. Locurto, this  
19 contract covers a period of time from February 1,  
20 2012 until January 31, 2013. Is that correct?

21 MS. LOCURTO: Yes. I believe so.

22 LEGISLATOR WINK: So it actually covers  
23 an entire period of time when the work has  
24 already been done and now we're going to pay for  
25 that work.

2 MS. LOCURTO: Well, initially the  
3 contract, when it was presented to the  
4 legislature, the majority of the work had not  
5 been done or any of the work has been done. It's  
6 been tabled for a long period of time. So my --

7 LEGISLATOR WINK: Well, if I'm not  
8 mistaken, this was --

9 MS. LOCURTO: understanding is that work  
10 has not proceeded, waiting for the approval of  
11 this contract.

12 LEGISLATOR WINK: If I'm not mistaken,  
13 as I said, the initial term was supposed to begin  
14 February 1, 2012. And to my knowledge this item  
15 was tabled June 25, 2012, and is now being un-  
16 tabled March 18, 2013, and the end date of this  
17 contract was January 31, 2013. Are any of those  
18 dates wrong? Has Mr. Leventhal been doing this  
19 job since February 1, 2012?

20 MS. LOCURTO: He serves on the counsel  
21 for the Board of Ethics. He's a member of the  
22 Board of Ethics, is my recollection. Work has  
23 been -- there was a previous contract for counsel  
24 to the Board of Ethics. That contract has  
25 certain monies still available into it, but the

2 contract has not been totally exhausted. We had  
3 asked that a new contract be put in place. Work  
4 has not proceeded until that contract is in  
5 place, the new contract is in place.

6 LEGISLATOR WINK: He's been serving in  
7 the capacity as counsel to the Board of Ethics,  
8 hasn't he?

9 MS. LOCURTO: Yes, he has.

10 LEGISLATOR WINK: In point of fact, this  
11 contract would pay him for the work that's done -  
12 - I mean, there's no work to be done  
13 prospectively based on this contract, right,  
14 based on the current term?

15 MS. LOCURTO: Based on the current term,  
16 no. We would have to submit a new contract if  
17 further services were required.

18 LEGISLATOR WINK: And that new contract  
19 I'm assuming would go from February 1, 2013  
20 forward.

21 MS. LOCURTO: Correct.

22 LEGISLATOR WINK: So already we're a  
23 month and a half into that new contract period,  
24 and work having been done in those last six  
25 weeks.

2 MS. LOCURTO: Yes.

3 LEGISLATOR WINK: Isn't this the type of  
4 thing that Comptroller DiNapoli opined about in  
5 his audit on the county's contractual approval  
6 process?

7 MS. LOCURTO: Well, as you know, it  
8 takes a very long time to get a contract through  
9 the process, and I think that's what the  
10 comptroller opined upon, and the difficulties of  
11 moving contracts. The county attorney's office  
12 submitted the contract but the legislature chose  
13 to table it. Unfortunately it has taken until  
14 now for the legislature to un-table the contract.  
15 However, there are pressing legal needs and  
16 issues that arise that the county attorney's  
17 office must address. As much as possible, we  
18 address those issues in-house, sometimes we may  
19 need to seek counsel to assist us with it. I  
20 leave it in the hands of the legislature as to  
21 whether or not they wish to approve this  
22 contract. But I would urge you to approve the  
23 contract so that we have the valuable resource  
24 that we need to assist the Board of Ethics.

25 LEGISLATOR WINK: Ms. Locurto, what if

2 we don't approve this contract?

3 One of the things I vividly recall from  
4 the state comptroller's audit was that the county  
5 made abundantly clear, time and again, throughout  
6 their contracts that if you run the risk and do  
7 the work without a contract in place, you won't  
8 get paid.

9 MS. LOCURTO: Understood. And Mr. --

10 LEGISLATOR WINK: Is that the plan in  
11 case this doesn't get approved?

12 MS. LOCURTO: Mr. Leventhal has not been  
13 compensated for any work that he has performed.  
14 So he is --

15 LEGISLATOR WINK: We're asking  
16 authorization to compensate him for the work he's  
17 already done.

18 MS. LOCURTO: I'm asking you to approve  
19 the contract so that the county attorney's office  
20 and the Board of Ethics has access to counsel  
21 when necessary.

22 LEGISLATOR WINK: Which they've had for  
23 the last year without a contract.

24 I saw a great deal of saber rallying on  
25 the part of the county attorney's office in this

2 report indicating that everybody knows if you  
3 work without the contract being approved, you run  
4 the risk of not getting paid. My question is do  
5 we actually plan to live by that or is that just  
6 words?

7 MS. LOCURTO: I guess I don't  
8 understand your question.

9 LEGISLATOR WINK: I think you understand  
10 my question very well, Ms. Locurto, with all due  
11 respect. My question, to the extent that it's  
12 rhetorical, my question is isn't it true that the  
13 county attorney's office takes the position that  
14 if you perform services for this county without a  
15 contract being authorized by this Legislature, to  
16 the extent that it's necessary to get approvals -  
17 -

18 MS. LOCURTO: Right. They don't get  
19 paid.

20 LEGISLATOR WINK: that you run the risk  
21 of not getting paid.

22 MS. LOCURTO: That's absolutely right.

23 LEGISLATOR WINK: So, in point of fact -  
24 -

25 MS. LOCURTO: That's what we've said.

2 LEGISLATOR WINK: So, in point of fact,  
3 we're approving a contract that began almost 14  
4 months ago and ended six weeks ago to pay for  
5 somebody to do work knowing he did not have a  
6 contract in place at that time.

7 MS. LOCURTO: If you don't want to vote  
8 for the contract, Legislator, then it's your  
9 prerogative not to vote for the contract.

10 LEGISLATOR WINK: It just seems to me  
11 that, you know, if we tell the state comptroller  
12 that we make it abundantly clear that if you work  
13 without a contract you don't get paid, do we plan  
14 on living by that? I would submit to you the  
15 answer is no, that that's actually, in fact,  
16 nothing but rhetoric on the part of this county.

17 MR. MAY: Legislator, I just want to  
18 step in here for a second since we're talking  
19 about the state comptroller's audit, which I was  
20 pretty much directed for the administration.

21 You will note that the comptroller did  
22 not find in any instance there was any kind of  
23 check paid prior to approval.

24 LEGISLATOR WINK: Right. My point  
25 simply is though that the county attorney makes

2 it abundantly clear in their rhetoric that every  
3 vendor is at risk of not getting paid if they do  
4 work prior to the approval of a contract. Here  
5 we are --

6 MR. MAY: That is correct. And as the -  
7 -

8 LEGISLATOR WINK: a contract -- a  
9 contract whose terms have already expired, we're  
10 now being asked to retroactively pay.

11 MR. MAY: That's fine. But you're  
12 making a statement or you're making  
13 representations about the state comptroller's  
14 audit. I would just like to point out for the  
15 record that the county has not paid on any  
16 contract that has not received approval by the  
17 Rules Committee, by NIFA --

18 LEGISLATOR WINK: And I'm not making  
19 allegations --

20 MR. MAY: by anybody.

21 LEGISLATOR WINK: And Mr. May, you know  
22 full well I'm not making those allegations. What  
23 I am claiming is that all the saber rattling and  
24 all the rhetoric of the county attorney's office  
25 likely comes to naught when we are six weeks past

2 the end of a contract and now we're going to pay  
3 for last year. And by the time we get the next  
4 contract that will cover the last six weeks and  
5 next ten and a half months, it could be at the  
6 end of that term.

7 LEGISLATOR DUNNE: Are you saying we  
8 should stiff them?

9 MR. MAY: Just as a point of  
10 clarification --

11 LEGISLATOR WINK: I'm saying that --

12 MR. MAY: the contract has been on file  
13 for a year --

14 LEGISLATOR WINK: if the county  
15 attorney's words have any merit --

16 MR. MAY: and a half.

17 LEGISLATOR WINK: then Mr. Leventhal  
18 knew or should have known that he runs the risk  
19 of not getting paid for having done all this work  
20 for 12 months without a contract. That's what  
21 I'm saying.

22 CHAIRWOMAN GONSALVES: Legislator Wink,  
23 you may be right in that regard. But I think  
24 what the state comptroller, Mr. DiNapoli, has  
25 asked of us, is to review our contract process

2 and come up with a plan to make it better. I was  
3 reading it the other night and I said to myself,  
4 it's almost ludicrous to believe that this is how  
5 we deal with the contracts in this county.

6 LEGISLATOR WINK: And Madam Presiding  
7 Officer --

8 CHAIRWOMAN GONSALVES: But we can't have  
9 Mr. Leventhal go without being paid for the work  
10 that he's done.

11 LEGISLATOR WINK: And Madame Presiding  
12 Officer, I concur with your sentiments and I  
13 concur with the fact that it is a ludicrous  
14 system that we have. But what I'm also  
15 highlighting here is the fact that we're already  
16 into the next round of ludicrous contracts that  
17 haven't even been put forward to this  
18 legislature.

19 CHAIRWOMAN GONSALVES: You are  
20 absolutely right. But it doesn't excuse us for  
21 not paying Mr. Leventhal the money that he's due.  
22 Because we're remiss doesn't make it right.

23 LEGISLATOR WINK: It seems to me it's a  
24 systemic problem that we have here.

25 CHAIRWOMAN GONSALVES: Hopefully we're

2 going to correct it, Mr. Wink.

3 LEGISLATOR WINK: And we're dealing with  
4 a lawyer who should have known better.

5 LEGISLATOR ABRAHAMS: I apologize.  
6 Yes, everybody is looking to go home. I know.

7 How are you, Mr. May and Ms. Locurto?

8 MR. MAY: I can stay all night, so if you  
9 guys are interested.

10 LEGISLATOR ABRAHAMS: Legislator Wink  
11 went into this quite a bit. The period that  
12 we're talking about is from when to when again?  
13 February 1, 2012 to February 1, 2013. Is that  
14 about right, Ms. Locurto?

15 MR. MAY: According to the staff summary  
16 it is from February 1, 2012 to January 31, 2013.

17 LEGISLATOR ABRAHAMS: The special  
18 counsel to the Board of Ethics here in Nassau  
19 would be going forward after that point is still  
20 Mr. Leventhal?

21 MS. LOCURTO: Yes.

22 LEGISLATOR ABRAHAMS: Who is currently  
23 -- so from February 2013 to present, who is the  
24 special counsel for the Board of Ethics?

25 MS. LOCURTO: We would renew with

2 Leventhal again.

3 LEGISLATOR ABRAHAMS: Again?

4 MS. LOCURTO: Yes.

5 LEGISLATOR ABRAHAMS: I'm a little  
6 troubled by this.

7 Are you aware that Mr. Leventhal's firm  
8 was representing the Suffolk County Board of  
9 Ethics during that case where the grand jury  
10 wrote a very scathing report, as well as the  
11 comptroller's office, indicate the misuse of  
12 board by the Suffolk County executive to punish  
13 his enemies and assist with friends? Are you  
14 aware of that?

15 MS. LOCURTO: I am not aware of that case  
16 that you're speaking of Legislator. I'm sorry.

17 LEGISLATOR ABRAHAMS: You're not aware  
18 of the grand jury scathing report indicating that  
19 Suffolk County Ethics Board, which Mr.  
20 Leventhal's firm counseled them, you're not aware  
21 of that?

22 MS. LOCURTO: I'm not aware of it, no.

23 LEGISLATOR ABRAHAMS: Are you aware  
24 that Mr. Leventhal, and we'll verify this, by the  
25 Suffolk County Comptroller's Office has been

2 found to engage in over billing? Are you aware  
3 of that?

4 MS. LOCURTO: I am not aware of that, no.

5 LEGISLATOR ABRAHAMS: Do you feel the  
6 price that's being asked for us to pay is fair?

7 MS. LOCURTO: I believe it is because it  
8 is subject to the Nassau County panel rates  
9 established for special counsel. The special  
10 counsel rates in Nassau County are the lowest in  
11 all the counties of New York State. The rates  
12 have not been raised in the past 15 years. I  
13 believe compared to the hourly billing rates of  
14 firms in the private sector it is more than fair.

15 LEGISLATOR ABRAHAMS: Let me fill you  
16 in, because this was something that goes back a  
17 couple of years with the Suffolk County Ethics  
18 Board. I don't know if you saw it. It was  
19 pretty extensive. It was on the front page of  
20 *Newsday*. But it talked about how the county  
21 executive, in conjunction with the Board of  
22 Ethics, used this as a mechanism to punish and  
23 try to scrutinize and pretty much embarrassed  
24 some other people through the use of this board.  
25 None of this recollects? Mr. May, does it

2 recollect with you?

3 MS. LOCURTO: No.

4 LEGISLATOR ABRAHAMS: No, Mr. May.

5 MR. MAY: I'm sorry. The question  
6 again, sir?

7 LEGISLATOR ABRAHAMS: Let me fill you  
8 back in. The grand jury in Suffolk County  
9 determined that the Suffolk County Ethics Board,  
10 during a period that was subject to a scathing  
11 grand jury report detailing misuse of the Board  
12 as by the county executive as a tool to punish  
13 his enemies and assist with friends.

14 MR. MAY: You're talking about former  
15 Suffolk County Executive Steve Levy?

16 LEGISLATOR ABRAHAMS: Yes, I am.

17 MR. MAY: That is vaguely reminiscent of  
18 a *Newsday* article that may have been several  
19 months -- I don't even remember when -- the  
20 current Suffolk County executive was elected. I  
21 couldn't tell you exactly how long ago that was.

22 LEGISLATOR ABRAHAMS: It goes back a  
23 couple of years with County Executive Levy.

24 My point is -- my greater point is the  
25 Suffolk County Ethics Board, which was found to

2 be caught a part of this report, the counsel that  
3 they received was Mr. Leventhal's.

4 MR. MAY: Okay.

5 LEGISLATOR ABRAHAMS: It just seems to  
6 me -- look. You guys are going to vote for this  
7 any way you see fit. It just seems to me that  
8 there's just got to be somebody else out there,  
9 that somebody that's attached to a grand jury  
10 report that talks about misuse of the board, as  
11 well as the county executive at that time, to  
12 punish his enemies and assist with friends, it  
13 just seems like we can't -- there's nobody else  
14 in the farm system? I'm sure you guys can get  
15 somebody else before here that we can probably  
16 all support. But today, this is -- yeah, I know.

17 What we're also acknowledging today is  
18 that from February 2013 beyond this point, to  
19 present, he's still around, which to make doesn't  
20 make much sense, unless people just didn't know  
21 this was going on or maybe we just don't care.  
22 But the fact remains that this -- alright. We  
23 don't know. But now we know. So why is he still  
24 around?

25 Look. I like you, Ms. Locurto. I

2 honestly do. And I don't want to put you in a  
3 tough position. I'm not going to continue to ask  
4 you questions. These are questions for the  
5 county attorney. The county attorney should  
6 bring himself down here and answer these  
7 questions.

8 Obviously, if this is a special counsel  
9 contract that he wants to see fit, I recommend we  
10 table until Mr. Ciampoli can find himself the  
11 time to come down here and answer these  
12 questions. Because I find it hard to believe  
13 that he did not know this about Mr. Leventhal's  
14 firm. If Mr. Ciampoli is still in the building,  
15 I ask him to come down; if not, I would request  
16 that we table so that basically we can have the  
17 opportunity to ask him the prudent questions  
18 about this. I don't think it's fair that he send  
19 Ms. Locurto down here, because obviously this is  
20 not an agreement -- he's not in the building?  
21 He's not in town.

22 LEGISLATOR JACOBS: Can I ask you  
23 something? Could you request on behalf of the  
24 Rules Committee an opinion by the county attorney  
25 to please react to the questioning that just went

2 on about this firm, this person, so that we can  
3 get somebody new? It's only March. We're one  
4 month past his expiration.

5 CHAIRWOMAN GONSALVES: Do you want that  
6 in writing or do you want him to come down here?

7 LEGISLATOR JACOBS: I think --

8 LEGISLATOR ABRAHAMS: We think -- I'm  
9 sorry. Not to cut you off, Legislator Jacobs.

10 We need him to come down. It's very  
11 clear that, that -- and I understand that this is  
12 work Mr. Leventhal has done already. I  
13 understand that. I'm sure you guys will vote for  
14 it and we'll vote against it.

15 What I'm saying is, to me it's  
16 unconscionable that here we are in March, his  
17 contract was just renewed in February 2013 for a  
18 going-forward basis, to me that nobody had  
19 knowledge -- I find it hard to believe that  
20 nobody had knowledge of this going back to when  
21 this agreement went into place in January 2012.  
22 But be that as it may. We didn't know. But now  
23 we do know. I just find it really hard to  
24 believe that knowing this information -- it's not  
25 like Mr. Leventhal's firm did something different

2 on a case where it wasn't tied to an ethics  
3 board. It's the Suffolk County Board of Ethics,  
4 and here we are -- we're about to do a contract  
5 with the Nassau County Board of Ethics. Shame on  
6 us. If it was something else that he got caught  
7 up in his course of business I can understand.  
8 But, wow. To get caught up on the same exact  
9 thing, what's the chances of that? Only in  
10 Nassau County. That's like a one in 20,000  
11 possibility, and we just found the once chance  
12 where it actually is. It's amazing to me that we  
13 actually do this.

14 CHAIRWOMAN GONSALVES: I'm going to end  
15 it with this here. I don't really know and I  
16 don't think you do either. There were no  
17 allegations filed against Mr. Leventhal, as far  
18 as Suffolk County was concerned. If there were,  
19 then it's subject to review.

20 LEGISLATOR ABRAHAMS: Let's be fair.  
21 You're right.

22 CHAIRWOMAN GONSALVES: He's got another  
23 contract coming up.

24 LEGISLATOR ABRAHAMS: Mr. Leventhal was  
25 not implicated in the grand jury --

2 CHAIRWOMAN GONSALVES: That's right.

3 LEGISLATOR ABRAHAMS: But to me, what  
4 it also to be fair, he was the attorney that  
5 represented the Board of Ethics; that we can all  
6 agree on. To me, to bring him in to do the same  
7 thing for us, it's not about what he did; it's  
8 what he didn't tell them to do. Obviously, they  
9 were doing a lot of stuff that was actually  
10 wrong. Why would we bring in somebody that's  
11 either going to not express what we should be  
12 doing correctly instead of -- I don't know. It  
13 just seems like it could be a case -- I don't  
14 know.

15 CHAIRWOMAN GONSALVES: At this point in  
16 time I think that it's appropriate to go ahead  
17 and vote on the item before us.

18 All those in favor of tabling this item  
19 signify by saying aye.

20 (Aye.)

21 Any opposed?

22 (Nay.)

23 Now, on the item itself.

24 All those in favor of the item say aye.

25 (Aye.)

2 Any opposed?

3 (Nay.)

4 Alright. Four ayes and three nays.

5 Now, at this point I think it's time to  
6 take a motion to adjourn.

7 Motion by Legislator Dunne, seconded by  
8 Legislator Walker.

9 All those in favor of adjourning please  
10 signify by saying aye.

11 (Aye.)

12 Any opposed?

13 (No verbal response.)

14 Motion to adjourn passes.

15 (Whereupon, the Rules Committee adjourned  
16 at 6:13 p.m.)

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C E R T I F I C A T E

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

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of April, 2013.

-----  
FRANK GRAY