

**AGENDA**

**NASSAU COUNTY INTERIM FINANCE AUTHORITY  
WEDNESDAY, OCTOBER 9, 2013, 5:00 PM  
MARRIOTT LONG ISLAND HOTEL & CONFERENCE CENTER  
101 JAMES DOOLITTLE BLVD., UNIONDALE, NY 11553**

Call to Order

Action Items

- I. Approval of the Minutes of July 30, 2013 Meeting
- II. Approval of Revenue Anticipation Note Borrowing by NHCC
- III. Appointment of a New Treasurer for NIFA
- IV. Approval of Domestic Violence and the Workplace Policy
- V. Approve Submission of NIFA's 2014 Budget and FY 2014 – FY 2017 Financial Plan to the Office of the State Comptroller and the Authorities Budget Office to Comply with 2 NYCRR, Part 203
- VI. Consideration of Contracts from the County Attorney's Office
- VII. Review of the Agreement with Nassau Events Center, LLC
- VIII. Resolution Adopting the Staff Report Concerning the Proposed Nassau County Multi-Year Financial Plan Fiscal 2014-2017 and the Recommendations Contained Herein

Adjournment

DRAFT – SUBJECT TO REVIEW AND REVISION

NASSAU COUNTY INTERIM FINANCE AUTHORITY  
MINUTES OF THE MEETING OF THE DIRECTORS  
HELD ON JULY 30, 2013

Pursuant to notice dated July 25, 2013, a meeting of the Nassau County Interim Finance Authority (“NIFA”) was convened at 5:20 PM at the Marriott Long Island Hotel & Conference Center located at 101 James Doolittle Blvd, Uniondale, NY 11553.

The following Directors of the Authority were present:

Ronald Stack, Chairman  
George Marlin  
Dermond Thomas  
Christopher Wright

Also present from the Authority were Evan Cohen, Executive Director; Jeremy Wise, General Counsel; and Maria Kwiatkowski, Deputy Director.

Upon determining that a quorum was present, the Chairman called the meeting to order.

Chairman Stack then asked Executive Director Cohen to go through the items on the agenda.

Executive Director Cohen stated that the first item on the agenda was a resolution to approve the minutes of the June 5, 2013 Directors’ meeting.

DRAFT – SUBJECT TO REVIEW AND REVISION

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-435

APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN AT THE JUNE 5, 2013 MEETING OF THE DIRECTORS OF THE NASSAU COUNTY INTERIM FINANCE AUTHORITY

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RESOLVED, that the Minutes of the meeting of the Authority held on June 5, 2013 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such Minutes, are hereby in all respects ratified and approved as actions of the Authority.

\* \* \*

General Counsel Wise stated that the next item on the agenda was a resolution designating the Secretary of State to receive notices of claim on behalf of NIFA. He stated that when someone serves the Secretary of State, the Secretary of State would then notify the Executive Director which would then deem NIFA as being served.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-436

APPROVAL OF SERVICE OF NOTICES OF CLAIM ON THE SECRETARY OF STATE AND THE TAKING OF RELATED ACTIONS

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RESOLVED, that the materials presented to this meeting (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the Materials presented to this meeting, the Authority agrees to the terms and content, as well as the execution and filing of the attached form which:

DRAFT – SUBJECT TO REVIEW AND REVISION

1. Designates the New York Secretary of State as the public corporation's agent for service of notices of claim;
2. Provides the name and address of an officer, person, or designee, nominee or other agent-in-fact to which the Secretary of State will forward any notices of claim (NIFA's Executive Director); and
3. Provides the applicable time limit for filing a notice of claim on the public corporation.

\* \* \*

General Counsel Wise stated that the next item on the agenda was a resolution concerning a NYS Environmental Facilities Corporation financing. He stated that the EFC had issued notes on behalf of the County to help with the construction of the Birches project and is now converting those notes into long term bonds. He stated that approving this resolution will give the County permission to have the EFC issue those bonds which are just over \$3 million on its behalf.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-437

**CONSIDERATION OF NASSAU COUNTY PARTICIPATION IN AN ENVIRONMENTAL FACILITIES CORPORATION FINANCING AND THE TAKING OF RELATED ACTIONS**

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RESOLVED, that the materials presented to this meeting (the "Materials") are ordered to be filed with the records of the Nassau County Interim Finance Authority (the "Authority"); and be it further

RESOLVED, that based upon the Materials presented to this meeting, the Authority agrees to Nassau County's participation in the New York State Environmental Facilities Corporation financing referenced in the Materials, including the execution by the County of all necessary certificates or other related documents

\* \* \*

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General Counsel Wise stated that the next item on the agenda was a resolution to consider the approval of a contract between the County and Armor Correctional Health Services of NY, Inc. He stated that the Armor contract which NIFA approved in May of 2011 is now up for renewal. He stated that the renewal is for two years at a cost of approximately \$11.7 million. He further stated that based on an internal NIFA analysis, the Armor contract has saved the County a significant amount of money as compared to using the Nassau University Medical Center.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-438

**APPROVAL OF COUNTY CONTRACT FOR ARMOR CORRECTIONAL HEALTH SERVICES OF NY, INC.**

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RESOLVED, that the materials presented to this meeting of the Board of Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves the County’s Contract for Armor Correctional Health Services of NY, Inc., which is projected to cost \$11,740,605 for the first year and will be subject to an inflator in the second year; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

\* \* \*

General Counsel Wise stated that the next item on the agenda was a resolution to consider the approval of a contract between the County and Hazen Sawyer/Malcolm Pirnie. He stated that the

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firm was selected as the project manager in connection with the County's Bay Park Sewage Treatment Plant revitalization. He stated that it is a phased-in contract valued at \$30 million with numerous services being provided such as project management, planning, consulting, engineering, preliminary design, preconstruction, post-construction and reviews related to the Bay Park Sewage Treatment Plant.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-439

CONSIDERATION OF COUNTY CONTRACT FOR HAZEN AND SAWYER / MALCOLM PIRNIE

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RESOLVED, that the materials presented to this meeting of the Directors (the "Materials") are ordered to be filed with the records of the Nassau County Interim Finance Authority (the "Authority"); and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves/disapproves the County's Contract for Hazen Sawyer / Malcolm Pirnie which is projected to cost \$29,146,925; and be it further

RESOLVED, that NIFA's approval of the agreement is given with the caveat that NIFA does not guaranty that it will approve any future borrowing for this project at a later date; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

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General Counsel Wise stated that the next item on the agenda was a resolution to consider the approval of two contracts between the County Attorney's office and outside vendors. He stated that since the County Attorney's office has a history of submitting contracts late and/or commencing

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work on contracts prior to NIFA approval, the NIFA Directors had stated that they would like to review them.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-440

REVIEW OF CONTRACTS FROM THE COUNTY ATTORNEY’S OFFICE

RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that the County struggles to regain fiscal balance, and it is operating under a financial plan that contemplates, among other measures, transitional borrowing for operating expenses and a continuing wage freeze on the compensation of County employees; and be it further

RESOLVED, that County must continue to deliver essential services to County residents; and be it further

RESOLVED, that in these circumstances, NIFA must scrutinize contracts for expenditures that are not consistent with the County’s current financial condition and the priorities, necessities, judgments and fiscal realities embodied in the County's adopted financial plan; and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves contracts numbered CQAT13000009 and CLAT13000016 in the Materials; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

\* \* \*

General Counsel Wise stated that the next item on the agenda was a resolution to consider the County’s request to issue general obligation bonds. He stated that the County originally requested to issue \$231 million in bonds, but after NIFA’s push back the size of the issuance was

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reduced to approximately \$137 million; \$51 million in capital project financing, \$17 million for capital projects for sewer and storm water, \$5 million for environmental bond act related projects, \$40 million for tax cert claims and \$24 million for judgments and settlements.

Upon motion duly made and seconded, the following resolution was approved unanimously:

Resolution No. 13-441

APPROVAL OF ISSUANCE OF BONDS BY NASSAU COUNTY

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RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are incorporated into this Resolution and are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussions in the Materials and pursuant to Section 3669 2(e) of the Authority Act, the Authority has reviewed the terms of the County’s proposed issuance of bonds and approves such issuance(s) in the amounts and upon the conditions outlined in the Materials; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

\* \* \*

The Chairman then entertained a motion to adjourn. Upon motion duly made and seconded, the Directors voted unanimously to adjourn the meeting at 5:44 PM.

Respectfully submitted,

Laurie A. Boucher  
Corporate Secretary

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Nassau Health Care Corporation Short Term Borrowing

REQUEST FOR: Approval of Short Term Borrowing by NHCC

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**Introduction:**

In order to obtain Federal matching funds, the Nassau Health Care Corporation (“NHCC”) may need to issue a short term borrowing (24 -72 hours). The total amount of the borrowing will not exceed \$40 million.

Annually the hospital receives Federal government payments from the Federal Participation Program (“FPP”). The mechanism for the hospital to receive these payments is commonly referred to as an Intergovernmental Transfer Payment (“IGT payment”). For NHCC to receive the payment, it must provide a local share match equal to the FPP which is then returned to NHCC along with the FPP. This transaction occurs within three days of the provision of the local match to New York State.

Issuance of the loan has been approved by the NHCC Board; however, NHCC is requesting NIFA approval. The reason for NHCC’s request to NIFA is found in section 3369 2(e) of the NIFA Act, which states that during a Control Period:

“The authority shall review the terms of each proposed long-term and short-term borrowing by the county and any covered organization to be effected during any control period, and no such borrowing shall be made during any control period unless it is approved by the authority.”

**Summary:**

Unless NHCC can find sufficient resources, it plans to borrow up to \$40 million via a short term loan in late October or early November 2013.

As currently envisioned, the loan will be a short term interest bearing transaction through a major lending entity and will be priced at approximately LIBOR plus 150bps and will carry a transaction fee of approximately \$10,000, plus legal expenses and other disbursements.

The loan would provide sufficient capital to fund the local share of the IGT transaction and allow NHCC to secure the Federal Participation payment.

**Discussion:**

After discussions between NIFA and NHCC staff, we are satisfied that if other matching funds are not obtainable, this borrowing is needed in order to help meet NHCC's financial obligations and secure the Federal participation.

**Requested Action:**

You are requested to approve NHCC's proposed short-term borrowing subject to the final review and approval of the Chairman or his designee(s).

**Attachment:**

Resolution

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**RESOLUTION NO. 13-**

**APPROVAL OF ISSUANCE OF SHORT TERM BORROWING BY THE NASSAU HEALTH CARE CORPORATON**

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RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(e) of the Authority Act, the Authority has reviewed the terms of the Nassau Health Care Corporation’s proposed short term borrowing and hereby approves said borrowing on the condition that total borrowing cannot exceed \$40 million, plus expenses/disbursements, and be it further

RESOLVED, that the final terms of the transaction are subject to the review and approval of the Chairman of the Authority or his designee(s); and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

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Jon Kaiman, Chair

Dated: October 9, 2013

# NASSAU COUNTY INTERIM FINANCE AUTHORITY

## **FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Appointment of a Treasurer

REQUEST FOR: Appointment of a New Treasurer for NIFA

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### **Introductions:**

On June 30, 2013 NIFA's Acting Treasurer retired at which time staff began an extensive search for a qualified replacement through a written ad and online publications.

### **Discussion:**

Staff is recommending Carl A. Dreyer to be NIFA's Treasurer. Mr. Dreyer is a CPA with over 30 years of relevant experience; most recently as the Chief Financial Officer and Vice President of Finance and Administration for the Museum of the City of New York while concurrently serving as acting Chief Financial Officer at the South Street Seaport Museum.

The NIFA statute requires that NIFA retain a Treasurer.

### **Requested Action:**

Appointment of Mr. Dreyer as Treasurer of NIFA and acceptance of the resignation of Evan Cohen as the interim acting Treasurer of NIFA.

### **Attachment:**

Resolution

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**RESOLUTION NO. 13-**

**APPOINTING AN OFFICER OF THE NASSAU COUNTY INTERIM FINANCE  
AUTHORITY**

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WHEREAS, the Nassau County Interim Finance Authority's ("NIFA") Acting Treasurer resigned effective June 30, 2013; and

WHEREAS, Evan Cohen has been acting as the Treasurer of NIFA since July 1, 2013; and

WHEREAS, effective at close of business this day, Mr. Cohen has tendered his resignation as Treasurer; and

WHEREAS, Chapter 84 of the Laws of 2000, as amended and supplemented, requires that the NIFA appoint a Treasurer;

NOW, THEREFORE, BE IT RESOLVED that the NIFA appoints the following person to serve as an officer of the Authority:

Carl Dreyer as "Treasurer"

and be it further,

RESOLVED, that said appointment shall take effect as of this day, that his hiring is confirmed as of August 12, 2013 and all actions taken in the newly appointed position since August 12, 2013 are hereby ratified and confirmed.

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Jon Kaiman, Chair

October 9, 2013

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Domestic Violence and the Workplace Policy Update

REQUEST FOR: Approval of Domestic Violence and the Workplace Policy

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**Introduction:**

Executive Order #19 – Required the adoption of a Domestic Violence and the Workplace Policy (“Policy”). Consequently, on November 29, 2012 NIFA adopted a Policy, which now requires an amendment.

**Discussion:**

The Amendment is required by the New York State Office for the Prevention of Domestic Violence and details how Orders of Protection will be handled by NIFA. The change is italicized in the revised version of the Policy that is attached to these materials.

For your information, the purposes of the Policy are to:

1. Increase awareness of domestic violence and inform employees of available sources of assistance;
2. Ensure that personnel policies and procedures do not discriminate against victims of domestic violence and are responsive to the needs of victims of domestic violence;
3. Ensure that there are domestic violence workplace safety response plans in place and provide reasonable means to assist victimized employees in developing and implementing individualized domestic violence workplace safety plans;
4. Hold accountable employees who engage in the following behavior: (1) using NIFA resources to commit an act of domestic violence; (2) committing an act of domestic violence from or at the workplace or from any other location while on official NIFA business; or (3) using their job- related authority and/or NIFA resources in order to negatively affect victims and/or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence; and
5. Make training available to all staff on domestic violence.

**Requested Action:**

Approve the attached amendment to the NIFA Policy that is attached and incorporated into the following resolution.

**Attachment:**

Resolution, including Domestic Violence and the Workplace Policy, as Amended

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**  
**RESOLUTION NO. 13-**

**APPROVAL OF NIFA’S DOMESTIC VIOLENCE AND THE WORKPLACE POLICY, AS AMENDED**

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RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that the attached Domestic Violence and the Workplace Policy, as amended (“Policy”) is adopted by the Directors; and be it further

RESOLVED, that NIFA staff may take all steps necessary to implement the Policy.

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**Jon Kaiman, Chair**

October 9, 2013

**Nassau County Interim Finance Authority**  
**Domestic Violence and the Workplace Policy**  
**Adopted November 29, 2012**

Domestic violence permeates the lives and compromises the safety of thousands of New York State employees each day, with tragic, destructive, and often fatal results. Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past.

Domestic violence is defined as a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. In addition to exacting a tremendous toll from the individuals it directly affects, domestic violence often spills over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover.

The purpose of the Nassau County Interim Finance Authority's ("NIFA) proposed policy is to identify and prescribe practices that will promote safety in the workplace and respond effectively to the needs of victims of domestic violence.

Therefore, NIFA will, to the fullest extent possible without violating any existing rules, regulations, statutory requirements, contractual obligations or collective bargaining agreements, designate and direct appropriate management, supervisory, and/or human resources staff to implement the following policy.

## Definitions

For purposes of this policy, the following terms will be defined as follows.

**Domestic Violence:** A pattern of coercive tactics, which can include physical, psychological, sexual, economic and emotional abuse, perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim.

**Intimate Partner:** Includes persons legally married to one another; persons formerly married to one another; persons who have a child in common, regardless of whether such persons are married or have lived together at any time, couples who are in an “intimate relationship” including but not limited to couples who live together or have lived together, or persons who are dating or who have dated in the past, including same sex couples.<sup>1</sup>

**Abuser:** A person who perpetrates a pattern of coercive tactics which can include physical, psychological, sexual, economic, and emotional abuse against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim.

**Victim:** The person against whom an abuser directs coercive and/or violent acts.

## Guidelines

### I. Employee Awareness

NIFA shall increase awareness of domestic violence and inform employees of available sources of assistance.<sup>2</sup>

- a. NIFA shall post information on domestic violence and available resources in the work site in places where employees can obtain it without having to request it or be seen removing it, such as the conference room or kitchen. Such information shall include available sources of assistance such as local domestic violence service providers, the NYS Domestic Violence and Sexual Assault hotline, and/or human resources personnel who are trained and available to serve as confidential sources of information, support, and referral.

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<sup>1</sup> This definition may extend to other circumstances such as the abuse of a parent by an adult child, but the primary focus of this policy is adult, intimate partner violence.

<sup>2</sup> Whenever possible, the domestic violence and the workplace policy should also be extended to consultants, contractors, and other non-state, on-site providers.

- b. Referrals shall be made to licensed/approved domestic violence programs located on the New York State Coalition Against Domestic Violence (NYSCADV) website at <http://www.nyscadv.org/local-domestic-violence-programs/>. Additional referrals may be made to best meet the needs of the employee. Information shall be made available on employee bulletin boards and included in employee newsletters, as appropriate.
- c. NIFA shall include information on domestic violence awareness and services in written materials provided to new employees and as part of new employee orientation.
- d. NIFA shall inform employees that New York State law prohibits insurance companies and health maintenance organizations from discriminating against domestic violence victims. The law prohibits designation of domestic violence as a pre-existing condition. An insurance company cannot deny or cancel an insurance policy or require a higher premium or payment because the insured is or has been a domestic violence victim. [§2612 of the Insurance Law.]
- e. NIFA shall integrate information on domestic violence and the agency's domestic violence and the workplace policy into existing materials and literature, policies, protocols, and procedures, including Public Employer Workplace Violence Prevention Programs<sup>3</sup> as appropriate.
- f. NIFA shall consider conducting domestic violence awareness activities such as "brown bag" lunch programs and other health and wellness programs.

## **II. Non-Discriminatory and Responsive Personnel Policies for Victimized Employees**

Ensure that personnel policies and procedures do not discriminate against victims of domestic violence and are responsive to the needs of victims of domestic violence.

- a. New York State law makes it a crime for employers to penalize an employee who, as a victim or witness of a criminal offense, is appearing as a witness, consulting with a district attorney, or exercising his/her rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law. This law requires employers, with prior day notification, to allow time off for victims or subpoenaed witnesses to exercise his/her rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law [Penal Law §215.14]. If there are any questions or concerns regarding the leave that must be granted to victims or subpoenaed witnesses, contact the agency's Personnel Office or the Attendance and Leave Unit at the Department of Civil Service.
- b. NIFA, upon request, will assist the employee in determining the best use of his/her attendance and leave benefits when an employee needs to be absent as a result of being a victim of domestic violence. If an employee requests time off to care for and/or assist a family member who has been a victim of domestic violence, NIFA will evaluate the employee's request for leave for eligibility under

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<sup>3</sup> 12 NYCRR pt. 800.16 Public Employer Workplace Violence Prevention Programs

existing law and collective bargaining agreements applicable to the employee and the attendance rules.

- c. NIFA should be aware that victims of domestic violence may lack the required documentation or have difficulty obtaining the required documentation to justify absences without compromising their safety. Therefore, consult with the employee to identify what documentation she/he might have, or be able to obtain, that will not compromise his/her safety-related needs and will satisfactorily meet the documentation requirement of the employer. Because there are confidentiality issues associated with the submission of documentation in these instances, agencies should consult with the Attendance and Leave Unit at the Department of Civil Service.
- d. Employees who are victims of domestic violence and who separate from a spouse (or terminate a relationship with a domestic partner, if covered), shall be allowed to make reasonable changes in benefits at any time during the calendar year where possible, in accordance with statute, regulation, contract and policy.
- e. NYS has established that victims of domestic violence are now a protected class in the employment provisions of NYS human rights law. This law prevents an employer from firing or refusing to hire any individual based on their status as a victim of domestic violence and prevents discrimination in compensation or in the terms, conditions or privileges of employment. NIFA should prohibit inquiries about a job applicant's current or past domestic violence victimization, and prohibit employment decisions to be based on any assumptions about or knowledge of such exposure.
- f. In cases in which it is identified that an employee's work performance difficulties are a result of being a victim of domestic violence, said employee shall be afforded all of the proactive measures outlined in this policy, and shall be provided clear information about performance expectations, priorities, and performance evaluation. If a disciplinary process is initiated, special care should be taken to consider all aspects of the victimized employee's situation, and all available options in trying to resolve the performance problems should be exhausted.
- g. If reasonable measures have been taken to resolve domestic violence-related performance problems of victimized employees, but the performance problems persist and the employee is terminated or voluntarily separates from employment, inform the employee of his or her potential eligibility for unemployment insurance and respond quickly to any requests for information that may be needed in the claims process. New York State law provides that a victim of domestic violence who voluntarily separates from employment may, under certain circumstances, be eligible for unemployment insurance benefits. [§593 of NYS Labor Law.]

### III. Workplace Safety Plans

NIFA shall have domestic violence workplace safety response plans in place and provide reasonable means to assist victimized employees in developing and implementing individualized domestic violence workplace safety plans, consistent with existing collective bargaining agreements, statutes and regulations.

- a. NIFA shall designate an agency/Office for the Prevention of Domestic Violence (“OPDV”) liaison. This liaison will ensure agency- wide implementation of the domestic violence and the workplace policy, and serve as the primary liaison with OPDV regarding the domestic violence workplace policy.
- b. NIFA shall designate personnel available to support those in need of assistance around the issue of domestic violence. Designated support personnel’s contact information, including name, agency phone number and location will be included in agency materials and clearly posted.
- c. *NIFA shall comply and assist with enforcement of all known court orders of protection, particularly orders in which abusers have been ordered to stay away from the work site. If requested by the victim of domestic violence or law enforcement, NIFA shall provide information in its possession concerning an alleged violation of an order of protection. Employees are encouraged to bring their orders of protection (OP) to the attention of the Chief Administrator or the General Counsel. Once the OP has been brought forward, the document will be kept in a locked file cabinet in the Chief Administrator’s office, accessible only to the person who initially received it from the employee. In the case of a workplace emergency requiring the presentation of the OP to law enforcement, if the Chief Administrator is unavailable to obtain the document, the General Counsel will have access to the cabinet where the document is locked. The Chief Administrator will discuss with the employee a plan on how to best proceed to ensure the safest possible work environment for the employee and the rest of the staff. With the permission of the employee, this may include: providing a copy of the OP and/or photo of perpetrator to security in lobby; identifying supervisor/colleagues who would be able to assist with the identification of the perpetrator; blocking the subject, perpetrator, of the OP from entering the office; and creating a personal workplace safety plan. The employee is responsible to notify Name or Position if there are any changes to the OP.*
- d. NIFA shall have an emergency security response plan in place, including procedures for contacting the appropriate law enforcement agency, and provide employees with clear instructions about what to do and who to contact if they observe anyone engaging in threatening behavior. Such a plan will allow appropriate actions to be taken if an abuser gains unauthorized access to the work site, or if an abuser engages in any acts that threaten the safety of employees or clients.
- e. NIFA shall discuss with the victim of domestic violence the agency confidentiality policy and the limitation thereto. (See Section VII. NYS Agencies Responsibility d – g).

- f. NIFA shall consult with victimized employees to develop and implement individualized workplace safety plans, which may include, when appropriate, advising co-workers and, upon request, the employee's bargaining representative, of the situation; setting up procedures for alerting security and/or the police; temporary relocation of the victim to a secure area; options for voluntary transfer or permanent relocation to a new work site; change of work schedule, reassignment of parking space; escort for entry to and exit from the building; responding to telephone, fax, e-mail or mail harassment; and keeping a photograph of the abuser and/or a copy of any existing court orders of protection in a confidential on-site location and providing copies to security personnel. Plans must address additional concerns if the victim and the offender are both employed by the same agency.
- g. NIFA shall review domestic violence and the workplace policy annually. Policy revisions and updates shall be forwarded to OPDV.

#### **IV. Accountability for Employees Who Are Offenders**

NIFA shall hold accountable employees who engage in the following behavior: (1) using state resources to commit an act of domestic violence; (2) committing an act of domestic violence from or at the workplace or from any other location while on official state business; or (3) using their job- related authority and/or state resources in order to negatively affect victims and/or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence.

- a. In cases in which NIFA has found that an employee has threatened, harassed, or abused an intimate partner at the workplace using state resources such as work time, workplace telephones, FAX machines, mail, e-mail or other means, said employee shall be subject to corrective or disciplinary action in accordance with existing collective bargaining unit agreements, statutes and regulations.
- b. In cases in which NIFA has verification that an employee is responsible for a domestic violence-related offense, or is the subject of any order of protection, including temporary, final or out-of-state order, as a result of domestic violence, and said employee has job functions that include the authority to take actions that directly impact victims of domestic violence and/or actions that may protect abusers from appropriate consequences for their behavior, the agency shall determine if corrective action is warranted, in accordance with existing collective bargaining unit agreements, statutes and regulations.
- c. In cases in which any employee intentionally uses his/her job-related authority and/or intentionally uses state resources in order to negatively impact a victim of domestic violence, assist an abuser in locating a victim, assist an abuser in perpetrating acts of domestic violence, or protect an abuser from appropriate consequences for his behavior, said employee shall be subject to corrective or disciplinary action, in accordance with existing collective bargaining unit agreements, statutes and regulations.

## **V. Training**

Training, training development and training technical assistance on domestic violence and its impact on the workplace will be made available by OPDV on an on-going basis. NIFA should make training available to all staff on domestic violence. Training should be required of certain staff, and strongly encouraged for others, as outlined below.

- a. Agency/OPDV liaison and all personnel designated to provide support for those in need of assistance should complete OPDV's one-day training on Domestic Violence and the Workplace. Training will prepare support personnel to identify possible signs and indicators of victimization, make appropriate referrals to domestic violence service providers, work with professionals to assist identified victims with safety planning, and develop individualized responses in recognition of the physical, social and cultural realities that may affect an individual victim's situation. Training will also include information on the ways in which domestic violence impacts the workplace, including the potential impact on worker productivity and the safety risks to on-site personnel and visitors.
- b. All appropriate managers, supervisors, employee assistance professionals, human resources personnel, union and labor representatives and security staff shall be encouraged to attend OPDV's training on Domestic Violence and the Workplace.
- c. Training on domestic violence and its impact on the workplace should be made available on a regular basis for all agency staff. Training would include information on the physical, social and cultural realities that may affect victims of domestic violence, the ways in which domestic violence impacts the workplace, including the potential impact on worker productivity and safety risks. When possible, OPDV-approved training materials can be integrated into existing union and management training programs, agency training programs, Public Employer Workplace Violence Prevention Programs<sup>4</sup> training, etc.. Training may also be provided by OPDV or a local domestic violence service provider when scheduling permits.

## **VI. NIFA'S Responsibility**

- a. NIFA shall set a tone communicating that domestic violence is behavior that will not be tolerated and that the agency will actively provide information and support to employees who are victims of such abuse.
- b. NIFA shall disseminate copies of the agency's *Domestic Violence and the Workplace Policy* to all employees upon implementation and to all new employees upon hiring or appointment.
- c. NIFA shall review and follow their agency policy and procedures set forth in this domestic violence and the workplace policy.

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<sup>4</sup> 12 NYCRR pt. 800.16 Public Employer Workplace Violence Prevention Programs

- d. NIFA shall, consistent with applicable law and agency policy, document all incidents of domestic violence that happen in the workplace. Such documents should be provided to the Agency/OPDV Liaison as soon as practicable. Such documents shall be kept confidential to the extent permitted by law and agency policy and the provisions of section g detailed below.
- e. All NIFA employees providing domestic violence information and support services shall document, consistent with applicable law and agency policy, the number of employees who report domestic violence, the number of employees that request information/services, and the number of referrals made to domestic violence service providers. All information about employees who seek assistance shall be kept confidential to the extent permitted by law and agency policy and the provisions of section g detailed below, and documentation should not include any personal information. The number of employees seeking assistance as outlined above shall be reported to the Agency/OPDV Liaison.
- f. All Agency/OPDV Liaisons shall, consistent with applicable law and agency policy, provide information about the number and general nature of domestic violence incidents that happen in the workplace, the number of employees who report domestic violence, the number of employees that request information/services, and the number of referrals made to domestic violence service providers, with no personally identifying information, to OPDV at the time and in a manner determined by OPDV.
- g. Information related to an employee being a victim of domestic violence shall be kept confidential, to the extent permitted by law and agency policy, and shall not be divulged without the written consent of the victimized employee, unless the agency determines that maintaining said confidentiality puts the victim or other employees at risk of physical harm, is required by law, or is deemed necessary to enforce an order of protection. In such circumstances where a determination has been made that maintaining confidentiality puts the victim or other employees at risk of physical harm, only those individuals (agency employees and/or safety and security personnel and/or rescue and first aid personnel) as deemed necessary by NIFA to protect the safety of the victim and/or other employees or to enforce an order of protection shall be given such information. NIFA shall disclose only the minimum amount of information necessary to protect the safety of the victim and/or other employees or enforce an order of protection. Where possible, NIFA should provide to the victim of domestic violence notice of the intent to provide information to other employees and/or safety personnel. It is important for NIFA to inform a victim of domestic violence of the agency policy of confidentiality toward domestic violence information and the limitations of that policy. Nothing herein shall prevent NIFA from investigating an act or acts of domestic violence that happen with in the workplace. NIFA shall provide examples of situations where confidentiality cannot be maintained such as the following:
  - 1. Supervisors/managers may be informed about a domestic violence incident that happens in the workplace, or a report of domestic violence, if it is necessary to protect the safety of the employee or the employee's co-workers.

2. First aid and safety personnel may be informed about a domestic violence incident that happens in the workplace or a report of domestic violence, if it is necessary to protect the safety of the employee or the employee's co-workers.
  3. Government officials investigating a domestic violence incident that happens in the workplace, or a report of domestic violence, shall be provided relevant information on request.
- h. NIFA should establish a clear statement informing staff providing services and victims of applicable confidentiality limitations that exist.

# NASSAU COUNTY INTERIM FINANCE AUTHORITY

## **FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: NIFA Budget and Multi-Year Plan

REQUEST FOR: Approve Submission of NIFA's 2014 Budget and FY 2014 – FY 2017 Financial Plan to the Office of the State Comptroller and the Authorities Budget Office to Comply with 2 NYCRR, Part 203

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### **Background:**

Pursuant to the New York State Constitution and the Public Authorities Law, the State Comptroller adopted Regulation 2 NYCRR Part 203 “Budget and Financial Plan Format, Supporting Documentation and Monitoring – Public Authorities” (the “Regulations”). The Nassau County Interim Finance Authority (“NIFA”) has been deemed by the State Comptroller to be subject to the requirements of said Regulations.

### **Discussion:**

As required by the Regulations, NIFA has prepared a Proposed Budget for FY 2014 (“Budget”) and a Proposed Financial Plan for FY 2014 – FY 2017 (“Plan”). They will be made available for public inspection and also posted on NIFA’s website (“Disclosed”), as required by the Regulations.

### **Requested Action:**

The Directors are requested to review and conditionally approve the Budget and Plan so that they may be Disclosed and subsequently, if no negative comments from the public are received, officially filed with the State Comptroller and any other necessary parties. You are further requested to permit the Chairman of NIFA or his designees to take whatever additional actions are deemed necessary or appropriate to ensure compliance with the Regulations.

### **Attachments:**

Resolution  
Proposed Budget and Financial Plan for FY 2014 – FY 2017

# NASSAU COUNTY INTERIM FINANCE AUTHORITY

## RESOLUTION NO. 13-

APPROVE SUBMISSION OF NIFA'S 2014 BUDGET AND FY 2014 – FY 2017 FINANCIAL PLAN TO THE OFFICE OF THE STATE COMPTROLLER AND THE AUTHORITIES BUDGET OFFICE TO COMPLY WITH 2 NYCRR, PART 203 AND THE TAKING OF RELATED ACTIONS

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RESOLVED, that the materials presented to this meeting (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that the Authority acknowledges enactment of 2 NYCRR, Part 203 (the “Regulations”) and its requirement that the Directors of the Nassau County Interim Finance Authority receive, review and approve a proposed Budget for FY 2014 (“Budget”) and a proposed Financial Plan for FY 2014 – FY 2017 (“Plan”); and be it further

RESOLVED, that the Authority hereby conditionally approves the Budget and Plan subject to the conditions outlined in the Materials; and be it further

RESOLVED that the Chairman of the Authority or his designees(s) be, and each of them hereby is, authorized in the name and on behalf of the Authority to publish and file the Budget and Plan with the State Comptroller and any other necessary parties and to execute and deliver any and all documents and to take all actions as he or she may in his or her sole discretion consider necessary or proper to effectuate the foregoing and related actions.

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Jon Kaiman, Chair

October 9, 2013

## **NIFA Budget and Financial Plan**

**2014-2017**

As of September 30, 2013

1. **Accounting method:** The budget has been prepared in accordance with GAAP using the modified accrual basis of accounting.
2. **Assumptions and estimates used:** The two largest items in the budget are; 1) sales tax revenue, taken from Nassau County's Proposed Multi-Year Financial Plan; and 2) debt service, taken from the schedule of senior debt service provided in the NIFA Sales Tax Secured Bonds, Series 2012A and Series 2012B Bond Offering Circular.
3. **Estimates of revenues:** The main source of NIFA revenue is Nassau County sales tax. This projection has been taken from Nassau County's Proposed Multi-Year Financial Plan for Fiscal Years 2014-2017.
4. **Estimates of personal service expenses:** The plan assumes that NIFA staffing levels will remain constant in accordance with guidance from the NIFA Employment and Compensation Committee. The budget assumes no cost of living adjustment for salaries and a 10% increase in health insurance premiums in 2014. NIFA participates in the NYS pension plan and NYSHIP health insurance program. Pension costs were projected based on guidance from the State Comptroller at 21% of participating salaries for 2014 and projected at 21% for 2015-2017. One employee has opted for the new voluntary defined contribution plan and NIFA's contribution is currently set at 8% of the participant's salary. Salaries and fringe benefits were adjusted by 4% and 10%, respectively, in each year for 2015-2017.
5. **Estimates of non-personal service expenses:** Costs for office space, telephone, professional fees, and supplies were adjusted by a 5% inflation factor for each successive year of the plan.
6. **Estimates of projected debt service expenditures:** Projections for NIFA debt was taken from the schedule of senior debt service provided in the NIFA Sales Tax Secured Bonds, Series 2012A and Series 2012B Bond Offering Circular. Interest on variable rate bonds was calculated assuming that payments are equal to the receipts from the associated swaps.
7. **Cash budget and financial plan:** NIFA's budgetary expenditures are closely aligned with the timing of its cash flow. There are no material timing differences other than receipt of sales tax and GAAP rules for debt service, which is explained below in item 18.

8. **Explanation of relationship with units of government on whose behalf the authority was established:** NIFA was created in 2000 for the purpose of overseeing the fiscal turnaround of Nassau County, issuance and administration of debt on behalf of the County, issuance of reports on statutory findings based on the County's financial condition, and for the disbursement of State assistance.
9. **Description of budget process and key budget decisions:** The budget is created by the NIFA Treasurer and reviewed by its Executive Director and Audit and Internal Controls Committee. It is then approved by the NIFA Directors prior to the start of each fiscal year. Staffing level decisions are guided by recommendations of the NIFA Employment and Compensation Committee.
10. **Description of budget assumptions including revenue sources, staffing etc:** Revenues of the Authority ("Revenues") consist of sales tax revenues, defined as net collections from sales and compensating use taxes, penalties and interest authorized by the State and imposed by the County on the sale and use of tangible personal property and services in the County ("Sales Tax Revenues"), and investment earnings on money and investments on deposit in various Authority accounts. Sales Tax Revenues collected by the State Comptroller for transfer to the Authority are not subject to appropriation by the State or County. Revenues of the Authority that are not required to pay debt service, operating expenses and other costs of the Authority are payable to the County as frequently as practicable. Revenue numbers used in the budget have been taken from Nassau County's Proposed Multi-Year Financial Plan for Fiscal Years 2014-2017.

Staffing has been kept at the level required to perform appropriate oversight of the County and covered organizations including the Nassau County Health Care Corporation, Sewer and Storm Water Authority and Nassau Community College.

11. **Self assessment of budget risks:** NIFA has a perfected interest in the sales tax collections for Nassau County and receives remittances from the NYS Department of Taxation and Finance for the purpose of withholding debt service set-aside monies and expenses, prior to remittance to the County. NIFA's costs are closely monitored by its executive staff and its Directors. As a result, there is little budget risk to NIFA or its bond holders.
12. **Revised forecast of current year budget:** The current year projected results for core operating expenses are anticipated to be less than the adopted budget. The Board had approved additional spending for litigation costs that have been incurred due to the imposition of a control period on Nassau County. These additional costs will be partially funded with savings from core operating expenses.
13. **Reconciliation that identifies all changes in estimates from projections in the previously approved budget:** Professional fees for outside legal services are projected to be higher than the previously approved budget.

14. **Statement of last year's fiscal actual performance:** The 2012 fiscal performance and 2013 projected results are in conformity with its approved budget.

15. **Projections of number of employees, funding source, and functional classifications:** NIFA currently operates with 5 full-time employees. Positions are funded via a withholding of sales tax proceeds which are received on behalf of Nassau County. These are classified as general operating expenses in the budget and financial statement.

16. **Statement of revenue enhancing or cost reduction initiatives:** NIFA has maintained a lean staffing plan in light of its debt issuance and oversight responsibilities. NIFA has also taken steps to reduce expenditures for rent, telephone and communications, and other expenses.

The Authority oversees a \$2.8 billion County budget and has issued approximately \$4.0 billion of debt, including swap transactions, during the past 13 years. NIFA currently has outstanding approximately \$1.379 billion in bonds, of which \$600 million are in the variable rate mode.

17. **Statement on any non-recurring resource planned for use in any given year:** Not applicable- in the past NIFA issued bonds on behalf of the County based on their requirements, however, NIFA is not planning to issue any new debt as of this writing.

18. **Statement on transactions that shift resources from one year to another:** Under GAAP reporting rules, NIFA accrues two months of sales tax revenue receivable at each calendar year end which will be paid in January and February of the subsequent year by the NYS Department of Taxation and Finance. However, also as per GAAP rules, NIFA accrues 12 months of debt service payments as a current liability. As a result, there is always a negative balance of current assets net of current liabilities, which directly results from this reporting timing difference. It should be noted that NIFA still has all funds required for its annual May 15 interest payment and annual November 15 principal and interest payments, under this scenario.

19. **Statement on borrowed debt outstanding at year end, planned issuances, assumed interest rates, debt service as a percentage of pledged revenue:** The final maturity of the outstanding bonds is November 15, 2025. NIFA's statute requires it to remain in existence until all of its bonds have been paid or are no longer outstanding. No new debt is authorized in the NIFA Act except to refund existing debt. NIFA's debt program was initiated in FY 2000 and continued successfully in 2013. The outstanding debt of \$1.379 billion is comprised of \$779,123,000 of conventional fixed rate debt, and \$600,000,000 of synthetic fixed

rate debt. Total estimated debt service was \$1,667,031,000 as of December 31, 2012. NIFA does not have any notes outstanding.

**20. Statement on capital budget plan:** not applicable

**21. Statement from COO on reasonableness of assumptions and estimates:**

I confirm, to the best of my knowledge and belief, the following representations made to you in this financial plan are fairly presented in conformity with accounting principles generally accepted in the United States of America. To the best of my knowledge and belief, after reasonable inquiry, the plan is based on reasonable assumptions and methods of estimation and that all regulations have been satisfied.

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Evan L. Cohen, Executive Director

<b>BUDGET AND FINANCIAL PLAN SUMMARY FILE</b>					
<b>PROJECTED EXPENDITURES</b>					
	<b>Adopted</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
<b>FY 2014-2017</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b><u>EXPENDITURES</u></b>					
<b>Operating Expenditures</b>					
Salaries and wages	909,387	901,115	941,720	977,293	1,011,584
Other employee benefits	374,393	356,128	382,984	408,059	430,023
Professional services contracts	91,542	66,773	70,111	73,617	77,298
Supplies and materials	3,225	3,308	3,473	3,647	3,829
Office Rent and Equipment	142,861	146,350	138,050	146,864	134,797
Other operating expenditures	55,000	36,326	38,662	40,520	42,469
Contingency:Litigation Costs	200,000	450,000	300,000	200,000	150,000
<b>Total Proposed Expenditures</b>	<b>1,776,408</b>	<b>1,960,000</b>	<b>1,875,000</b>	<b>1,850,000</b>	<b>1,850,000</b>

# NASSAU COUNTY INTERIM FINANCE AUTHORITY

## **FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Contracts from County Attorney's Office

REQUEST FOR: Consideration of Contracts from the County Attorney's Office

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### **Introduction:**

On March 24, 2011 NIFA adopted the Contract Approval Guidelines, as subsequently amended, ("Guidelines"), which include the Contract Approval Request Form. The Guidelines delineate the dollar thresholds and approval process of all County contracts that must be submitted to NIFA for approval.

### **Discussion:**

The County Legislature has approved the following contracts for legal services and the monies to pay the contracts have been encumbered. The descriptions of services are brief so as to avoid public dissemination of legal strategies; however, more detailed confidential descriptions are available and can be discussed in Executive Session.

### **Brief Summary:**

<b>Vendor</b>	<b>Contract #</b>	<b>Amount</b>	<b>Purpose</b>
<b>Leventhal, Cursio, Mullaney &amp; Sliney LLP</b>	CLAT13000022	\$125,000	Amendment to an outside counsel contact where Counsel shall represent Nassau County in the anticipated litigation relating to the London Interbank Offered Rate (LIBOR). This amendment is increasing the maximum amount of the original contract from \$25,000 to \$150,000.
<b>Sinnreich, Kosakoff &amp; Messina, LLP</b>	CLAT13000019	\$250,000	Amendment #2 to increase the maximum amount of the existing contract from \$600,000 to \$850,000. To represent Nassau County in litigation known as County of Nassau v. Richard Dattner Architect, P.C. Et al.

<b>Rivkin, Radler, LLP</b>	CLAT13000018	\$300,000	Amendment to increase funding in existing contract from \$975,000 to \$1,275,000. Counsel provides legal services to the County in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, as well as representing the County on matters relating to the issues presented by this suit and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty".
<b>North Shore Court Reporters</b>	CLAT13000026	\$25,000	Stenography services on an as-needed basis. This amendment increases funding from \$50,000 to \$75,000

**Requested Action:**

You are requested to review and approve or disapprove entering into each of the contracts referenced in the prior discussion.

**Attachment:**

Resolution

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**RESOLUTION NO. 13-**

**REVIEW OF CONTRACTS FROM THE COUNTY ATTORNEY'S OFFICE**

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RESOLVED, that the materials presented to this meeting of the Directors (the "Materials") are ordered to be filed with the records of the Nassau County Interim Finance Authority (the "Authority"); and be it further

RESOLVED, that the County struggles to regain fiscal balance, and it is operating under a financial plan that contemplates, among other measures, transitional borrowing for operating expenses and a continuing wage freeze on the compensation of County employees; and be it further

RESOLVED, that County must continue to deliver essential services to County residents; and be it further

RESOLVED, that in these circumstances, NIFA must scrutinize contracts for expenditures that are not consistent with the County's current financial condition and the priorities, necessities, judgments and fiscal realities embodied in the County's adopted financial plan; and be it further

RESOLVED, that based upon the discussion in the Materials and pursuant to Section 3669 2(d) of the Authority Act, the Authority hereby approves contracts numbered XXX in the Materials and disapproves contract(s) numbered XXX for the foregoing reasons and because the Directors find that the expenditures required by these contract(s) are not consistent with the adopted financial plan; and be it further

RESOLVED, that staff may take all actions and do all things that they deem necessary to carry out the intent of this resolution.

\_\_\_\_\_  
Jon Kaiman, Chair

October 9, 2013

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**FOR CONSIDERATION**

October 9, 2013

TO: NIFA Directors

FROM: Evan Cohen

SUBJECT: Nassau Veterans Memorial Coliseum Site

REQUEST FOR: Review of the Agreement with Nassau Events Center, LLC

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**Introduction:**

The County has forwarded to NIFA the lease between Nassau County (the “County”) and Nassau Events Center, LLC (“NEC”) for the Nassau Veterans Memorial Coliseum Site (the “Lease”). NIFA normally approves contracts only if they “requir(e) the payment of funds or the incurring of costs by the county....” In the instant case, there appears to be little, if any outlay of funds by the County.

**Background:**

As you know, the redevelopment of the Nassau Veterans Memorial Coliseum site has been portrayed as a 100% privately financed project, involving a \$229 million investment by NEC that will yield over \$300 million in guaranteed revenue to the County over the full 49-year term of Lease. A summary of the Lease is attached to these Materials.

NEC is responsible for all costs and Coliseum-related expenses, including insurance, utilities, operation, maintenance, repair and capital expenditures, beginning on August 1, 2015, relieving the County of these costs.

In certain limited instances the Lease provides for credits or offsets against the Annual Rent (as defined in the Lease). Under the Lease, there are four (4) situations for which NEC is entitled to credits or offsets against Annual Rent. They are as follows:

1. Overpayment of Annual Rent;
2. New tax imposed by County exclusively against Coliseum site;
3. Real estate taxes imposed on Coliseum; and
4. Past due sums owed to NEC by County for County use of Coliseum.

**Conclusion:**

The kinds of expenses that that the County may incur under the Lease do not rise to the level that they require review by NIFA.

**Requested Action:**

Passage of the attached resolution indicating that NIFA has reviewed the Lease, but determined that it is substantially cost neutral to the County and not, therefore, the kind of contract that it has determined that it should review.

**Attachment:**

Lease Summary  
Resolution

# Summary of Lease Terms for Nassau Veterans Memorial Coliseum Site

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Tenant: Nassau Events Center, LLC

Term: 34 years with three 5-year renewals at NEC's option. (§§ 3.1, 3.2)

Coliseum Rent: Rent based on percentage share of gross revenues received by Tenant, including, but not limited to rent, ticket revenues, concessions, suites, sponsorships and naming rights.

Annual Coliseum Rent equal to the greater of:

- (1) The sum of:
  - (a) 8% all gross revenues received by Tenant from Coliseum Revenues, excluding parking revenues and net of sales and entertainment taxes; and
  - (b) 12.75% of parking revenues net of sales taxes;or
- (2) The sum of:
  - (a) \$4,000,000, plus
  - (b) any Entertainment Tax Increases for such Lease Year, less
  - (c) the amount remitted on account of the Entertainment Tax.

Minimum Annual Coliseum Rent payment to the County escalates by 10% every five years.

Minimum Annual Coliseum Rent Schedule:

Years: 1- 5	\$4,000,000	26-30	\$6,442,040
6-10	\$4,400,000	31-35	\$7,086,244
11-15	\$4,840,000	36-40**	\$7,794,868
16-20	\$5,324,000	41-45**	\$8,574,355
21-25	\$5,856,400	46-49**	\$9,431,791

\*\*If renewal options exercised by NEC (§6.1(c))

Example Assuming  
1.0MM Tickets Sold:

\$4.0MM Minimum Annual Coliseum Rent  
- \$1.5MM Ticket Tax  
= \$2.5MM Net Minimum Annual Coliseum Rent

Plaza Rent:

Annual Plaza Rent equal to the greater of:

- (1) 8% of all gross revenues received by Tenant from Coliseum Plaza Improvements; or
- (2) \$400,000.

Minimum Annual Plaza Rent payment to the County escalates by 10% every five years.

Minimum Annual Plaza Rent Schedule:

Years: 1- 5	\$400,000	26-30	\$644,204
6-10	\$440,000	31-35	\$708,624
11-15	\$484,000	36-40**	\$779,486
16-20	\$532,400	41-45**	\$857,435
21-25	\$585,640	46-49**	\$943,179

\*\*If renewal options exercised by NEC (§6.1(d))

Approvals Period Rent:

“Approvals Period” means August 1, 2015 through the date construction commences.

The greater of (1) \$50,000 per month, or (2) 5% of Coliseum Revenues, if any, during the Approval Period. (§6.1(a))

Construction Period  
Rent:

\$90,000 per month for Coliseum  
\$10,000 per month for Coliseum Plaza Improvements  
(\$100,000 per month total) (§6.1(b))

Capital Expenditures:

NEC has full responsibility for capital expenditures throughout the term of the lease. County has no responsibility for capital expenditures. (§12.3(b))

Operation and  
Maintenance:

NEC assumes sole responsibility for condition, operation, maintenance, repair and management of premises. (§12.3(b))

Utilities:	NEC responsible for utilities at its sole cost and expense beginning on August 1, 2015. (§15.1)
Lease Term Commencement Responsibility for Expenses:	NEC taking full possession of site on August 1, 2015 and is responsible for all costs, including insurance, utilities, operation, maintenance and repair to prevent any unreasonable degradation of the Coliseum. (§12.3(a))
Professional Sports:	<p>Commitment to enter into agreement with New York Islanders to play at least 4 regular season games, 2 pre-season games, hold 2 open practices and hold 4 training camp days at Coliseum for at least 10 years. (§4.7(a))</p> <p>Lease with AHL team and will commit to play substantially all home games at Coliseum for 15 years. (§4.5)</p> <p>Commitment to play at least 1 pre-season Brooklyn Nets game at Coliseum for 10 years. (§4.7(f))</p> <p>Agreement to host 1 New York Yankees coaches clinic annually for 10 years. (§4.7(h))</p>
Future Site Development:	County retains development rights and may develop remaining acreage in conjunction with NEC on mutually agreeable terms and conditions. If no deal is reached, the County has the right to develop such acreage. (§54.1)
Unions:	Commitment to building Coliseum and Plaza Improvements, and operating the Coliseum, with union labor. (§§ 4.1(c), 8.6, 10.4)
Construction Completion Guaranty:	Provided by Forest City Enterprises, Inc. (§8.5(a))
County Use of Coliseum:	County entitled to use the Coliseum for Nassau County events for up to 10 days per calendar year, upon 30-120 days' notice, at no charge except for NEC's actual out-of-pocket third party reasonable costs and expenses. (§53.2)
Requested IDA Benefits:	<input type="checkbox"/> 100% Real Estate Tax Exemption on Coliseum <input type="checkbox"/> Phased-in, flexible PILOT on Coliseum Plaza Improvements consistent with IDA policies for other IDA projects <input type="checkbox"/> Sales and Use Tax Exemption on construction materials and furniture, fixtures and equipment <input type="checkbox"/> Mortgage Recording Tax Exemption (§4.1(b), Sched. D)

Asbestos:	NEC obligated to pay all costs and expenses associated with removal and remediation of asbestos to the extent disturbed by NEC during Coliseum Renovation. (§26.4)
Subsurface Environmental Conditions:	NEC required to initiate and diligently prosecute to completion all actions necessary to remove and/or remediate all hazardous materials in connection with Coliseum Improvements. (§26.3)
Termination:	<p>Either party may terminate if Construction Commencement has not occurred by two (2) years from Lease Effective Date, subject to force majeure, or five (5) years from Lease Effective Date, not subject to force majeure. (§4.4(a))</p> <p>Either party may terminate if County does not execute lease within six (6) months from NEC's delivery of executed lease, subject to force majeure. (§4.4(b))</p> <p>County may terminate if construction not completed within 4 years of Construction Commencement Date, subject to force majeure. (§8.1(c))</p>
Veterans Memorial:	Building memorial to be completed prior to substantial completion, at cost not less than \$1.0MM. (§10.3)
Late Completion Charge:	<p>Minimum Annual Rent to commence on earlier of (1) substantial completion of Coliseum or Plaza Improvements, as applicable, and (2) scheduled date for substantial completion (15 months for Coliseum and 18 months for Plaza Improvements), subject to force majeure. (§§ 8.1(b) and (c))</p> <p>Daily late completion charge of \$2,500, escalating to \$10,000 per day, if Minimum Annual Rent not commenced. (§8.1(c))</p>
County Remedies Upon Tenant Default:	Full remedies, including Lease termination, for Events of Default (including, but not limited to, failure to pay rent). (§§ 20.1, 20.2)
Conditions to Construction Commencement:	All Approvals shall have been received. Contingent on financing and IDA benefits. (§4.1)

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

**RESOLUTION NO. 13-**

**REVIEW OF THE AGREEMENT WITH THE NASSAU EVENTS CENTER, LLC**

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RESOLVED, that the materials presented to this meeting of the Directors (the “Materials”) are ordered to be filed with the records of the Nassau County Interim Finance Authority (the “Authority”); and be it further

RESOLVED, that based upon the discussion in the Materials, the Directors have determined that the lease between Nassau County and Nassau Events Center, LLC for the Nassau Veterans Memorial Coliseum Site does not require approval by the NIFA Directors; and be it further

RESOLVED, that NIFA staff may take all steps necessary to inform the County of this decision.

\_\_\_\_\_  
Jon Kaiman, Chair

October 9, 2013

**NASSAU COUNTY INTERIM FINANCE AUTHORITY**

RESOLUTION NO. 13-\_\_\_

ADOPTING THE STAFF REPORT CONCERNING THE PROPOSED NASSAU COUNTY MULTI-YEAR FINANCIAL PLAN, FISCAL 2014-2017 AND THE RECOMMENDATIONS CONTAINED THEREIN

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WHEREAS, Nassau County continues to operate in a control period, which the Nassau County Interim Finance Authority (“NIFA”) imposed on January 26, 2011; and

WHEREAS, in September 2013, as required by law, the County Executive submitted to NIFA his proposed Multi-Year Financial Plan for Fiscal 2014 – 2017 (“Proposed Plan”), the first year of which is his proposed 2014 Budget; and

WHEREAS, the NIFA Staff has prepared a report on the County Executive’s Proposed Plan in which the Staff identified a number of risks; and

WHEREAS, the County Legislature has the opportunity to address the risks that NIFA staff has identified; and

WHEREAS, in accordance with Section 3667(2) the NIFA Act, NIFA will not take further action in regard to the Proposed Plan until “approval by the county of a budget in accordance with the provisions of the county charter and approval of the financial plan by the legislature;”

NOW, THEREFORE, BE IT RESOLVED, that the NIFA Directors adopt the Staff report on the County Executive’s Proposed Plan.

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Jon Kaiman, Chair

October 9, 2013

Sent Under  
Separate Cover