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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

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13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

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16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 March 9, 2020

23 1:40 P.M.

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

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4 LEGISLATOR RICHARD NICOLELLO

5 Chair

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7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

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10 LEGISLATOR STEVEN RHOADS

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12 LEGISLATOR LAURA SCHAEFER

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14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

16

17 LEGISLATOR DELIA DERIGGI-WHITTON

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19 LEGISLATOR SIELA BYNOE

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2 LEGISLATOR NICOLELLO: Call the
3 Rules Committee to order. Ask that Legislator
4 Rhoads lead us in the Pledge of Allegiance.

5 Michael, will you call the roll.

6 MR. PULITZER: Thank you
7 Presiding Officer. The roll call for the
8 Rules Committee. Legislator Siela Bynoe. She
9 is here, correct? Yes. Legislator Delia
10 DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON:
12 Here.

13 MR. PULITZER: Ranking member
14 Kevan Abrahams.

15 LEGISLATOR NICOLELLO: He's here.

16 MR. PULITZER: Laura Schaefer.

17 LEGISLATOR SCHAEFER: Here.

18 MR. PULITZER: Legislator Steven
19 Rhoads.

20 LEGISLATOR RHOADS: Present.

21 MR. PULITZER: Vice Chairman
22 Howard Kopel.

23 LEGISLATOR KOPEL: Here.

24 MR. PULITZER: Chairman Richard
25 Nicolello.

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2 LEGISLATOR NICOLELLO: Here.

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

5 LEGISLATOR NICOLELLO: We will do
6 the contract portion of the Rules Committee.
7 First I need a motion to suspend the rules.
8 Moved by Legislator Rhoads. Seconded by
9 Legislator Schaefer. All in favor of
10 suspending the rules say aye. Those opposed?
11 Carries unanimously.

12 Contracts. A-6, A-7, A-10 of 2020
13 are resolutions authorizing the commissioner
14 of Shared Services to award and execute
15 purchase orders or blanket purchase orders
16 between the county of Nassau and Commercial
17 Clearwater Company, Inc., LDV, Inc., Seaford
18 Avenue Corp.

19 B-7, B-10 and B-5 of 2020 are
20 resolutions authorizing the county executive
21 to award and execute contracts between the
22 county of Nassau and Seaford Avenue Corp.,
23 Hinck Electrical Contractors, Inc. and EA
24 Restorations.

25 E contracts. E-33, E-34, E-35,

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2 E-36, E-38, E-39, E-40, E-41, E-42, E-43,
3 E-44, E-45, E-46, E-47, E-48, E-49. U-3 of
4 2020. Need a motion to put all those
5 contracts before us. Moved by Deputy
6 Presiding Officer Kopel. Seconded by Minority
7 Leader Abrahams. All of these contracts are
8 before us.

9 Two of the contracts the IG is
10 still looking at. Those are B-7, 2020, it's a
11 contract with Seaford Avenue Corp., and E-30
12 of 2020 with Bershire Farm Center and Services
13 for Youth. Since the IG is still
14 investigating we're going to need to table
15 those contracts. Proposed contracts. Motion
16 to table moved Legislator Rhoads. Seconded by
17 Legislator Schaefer. All in favor of tabling
18 those two signify by saying aye. Those
19 opposed? That carries unanimously.

20 Now we will consider the contracts
21 individually and start with Parks contracts
22 which include A-6, Commercial Clearwater
23 Company, Inc.

24 MS. CASO: Tori Caso with the
25 Parks Department. A-6 is a blanket purchase

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2 order with Commercial Clearwater Co., Inc. for
3 a maximum of \$1,550,000 for chlorine tablets
4 for the swimming pools.

5 LEGISLATOR NICOLELLO: Any
6 questions on this contract? Hearing none, we
7 will move on to the next one with Parks, which
8 is E-38, Discover Long Island, Inc.

9 MS. CASO: E-38 is an amendment
10 to the existing agreement with Discover Long
11 Island who promotes tourism for the county.
12 Extending the term through December 31st of
13 this year for an amount of up to \$800,000.

14 LEGISLATOR NICOLELLO: Any
15 questions about this contract? I know that
16 Discover Long Island has been doing this for
17 us for quite a while. We met with some of the
18 principals and they're actively promoting
19 tourism and all the economic benefits that
20 flow from that.

21 Any questions? Thank you very
22 much. Move on to the Office of Emergency
23 Management which will be A-7 2020 LDV, Inc.

24 MR. DELANEY: Thomas Delaney,
25 Office of Emergency Management. A-7-20 is for

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2 \$214,333 to allow OEM to purchase another
3 command vehicle. This is a smaller command
4 vehicle from the same manufacturer as the
5 current command vehicle. But smaller is going
6 to help us out. Sometimes it's difficult to
7 roll out the large one that we have. This is
8 pretty much the same functionality just
9 doesn't have a conference room in the back but
10 it will allow for interoperatable
11 communications and other meetings to take
12 place.

13 LDV was selected for this
14 because -- let me put it this way, not
15 selected. We sought them out initially
16 because of our current command vehicle being
17 bought from them. We used GSA e-bid for the
18 procurement process on this. They were the
19 only bidder on this but we definitely deemed
20 this to be cost reasonable. 100 percent grant
21 funded.

22 LEGISLATOR NICOLELLO: So there
23 is a larger command vehicle that we currently
24 have?

25 MR. DELANEY: We do. It was

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2 purchased in 2007.

3 LEGISLATOR NICOLELLO: How often
4 is that used?

5 MR. DELANEY: Pretty often.
6 Today it was out at the request of the
7 administration to an event in Malverne. We
8 use it for fires. We used it for the rescue
9 operation in Old Brookville for the collapse.
10 Probably at least on the average of twice,
11 sometimes three times a month.

12 LEGISLATOR NICOLELLO: Then the
13 smaller one is necessary for what? Could you
14 just repeat that? Because it's more?

15 MR. DELANEY: It's easier to fit
16 into hard to get into places. It will also
17 allow our staff, some of whom, most of whom do
18 not have CDLs to safely operate this vehicle.

19 LEGISLATOR NICOLELLO: These
20 vehicles are operated, they could be operated
21 by the vehicles themselves as opposed to being
22 towed to someplace? They're capable of being
23 operated in and of themselves as opposed to
24 being towed to different locations?

25 MR. DELANEY: Correct. They're

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2 not a trailer. They are self-contained units.

3 LEGISLATOR NICOLELLO: Legislator
4 Schaefer and then Legislator Rhoads.

5 LEGISLATOR SCHAEFER: Hi. How
6 are you? You just mentioned CDLs. How many
7 of your employees have CDLs?

8 MR. DELANEY: Right now two of
9 them. We are looking at expanding that
10 though. We got to bring in training for
11 CDLs. Even though the expense for maintaining
12 the CDL is going to be sustained by the
13 individual, the cost of the training we're
14 going to be able to fund that.

15 LEGISLATOR SCHAEFER: What is the
16 expense, if you mind me asking? What is the
17 expense of maintaining the license?

18 MR. DELANEY: You got to pay for
19 your license every year.

20 LEGISLATOR SCHAEFER: Every year
21 they have to renew it?

22 MR. DELANEY: Exactly. Instead
23 of paying whatever it is when you get your
24 license renewed, let's say it's \$100 every
25 couple of years, with a CDL it's probably

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2 about three times that.

3 LEGISLATOR SCHAEFER: Those are
4 the only two employees that can operate the
5 vehicle you now have?

6 MR. DELANEY: Yes. We are
7 looking at that. There are some questions
8 whether or not a CDL is really required. But
9 for right now we're just letting the people
10 who have CDLs operate those vehicles.

11 LEGISLATOR SCHAEFER: Is that
12 based on size why it would or wouldn't be
13 required?

14 MR. DELANEY: Weight more than
15 anything.

16 LEGISLATOR SCHAEFER: You're
17 thinking the smaller vehicle will not need
18 somebody with that type of license?

19 MR. DELANEY: Correct. It's
20 going to be below that weight limit.

21 LEGISLATOR SCHAEFER: When are
22 you looking to increase the number of people
23 who have the CDL for the larger one?

24 MR. DELANEY: Looking to doing
25 that like immediately.

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2 LEGISLATOR SCHAEFER: Thank you.

3 LEGISLATOR NICOLELLO: Legislator
4 Rhoads was next and then Legislator
5 DeRiggi-Whitton.

6 LEGISLATOR RHOADS: Thank you Mr.
7 Chairman.

8 Couple of quick follow-ups
9 questions. First, with respect to the vehicle
10 that you have now, correct me if I'm wrong, my
11 understanding is that that vehicle is also
12 available for individual fire departments and
13 other jurisdictions to use if they're at the
14 scene of a larger incident?

15 MR. DELANEY: If they request us
16 to bring that vehicle out we're going to make
17 our best effort to get it to them.

18 LEGISLATOR RHOADS: With the use
19 of the present vehicle has there ever been a
20 situation where we've ever had to say no
21 because that vehicle was being used by someone
22 else for some other purpose?

23 MR. DELANEY: Not to my
24 knowledge. But you're right, there could be
25 contention should you have two events going on

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2 simultaneously.

3 LEGISLATOR RHOADS: I'm trying to
4 establish whether or not there's a need for an
5 additional vehicle. Has there ever been a
6 situation where somebody's called up for our
7 vehicle and we've had to say no or that
8 vehicle was too large to be able to fit in
9 someplace else?

10 MR. DELANEY: We've had the
11 vehicle placed on standby for a planned event
12 and it was rolled out to an emergency. This
13 happened last summer in fact when we were at
14 one of the fests over at the Old Bethpage
15 Village Restoration and we were called upon to
16 bring it out.

17 LEGISLATOR RHOADS: It's not a
18 regular occurrence that there's a conflict?

19 MR. DELANEY: It's not. But
20 again, it's an older vehicle. There was
21 damage sustained when the vehicle was brought
22 up to Bayville during Sandy. Again, it's
23 getting to the point where having a second
24 vehicle will help our capabilities in the
25 office.

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2 LEGISLATOR RHOADS: Is it the
3 intention that it's going to replace the
4 original vehicle at some point in time?

5 MR. DELANEY: No. If we replace
6 the vehicle we're going to replace it with a
7 full sized one.

8 LEGISLATOR RHOADS: My
9 understanding is it's fully grant funded based
10 on your testimony. The grant that's funding
11 this is that grant -- what is the grant
12 actually?

13 MR. DELANEY: We're using one of
14 our homeland security grants to procure this.
15 In this case we had specified it was our I
16 believe UWASI grant.

17 LEGISLATOR RHOADS: Could the
18 grant be used for other purposes?

19 MR. DELANEY: Of course. Yes.

20 LEGISLATOR RHOADS: Okay. Thank
21 you.

22 LEGISLATOR NICOLELLO: We have
23 Legislator DeRiggi-Whitton and Legislator
24 Bynoe.

25 LEGISLATOR DERIGGI-WHITTON:

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2 Basically that's what I wanted to point out.

3 It's paid for 100 percent with the grant,
4 correct, and that's what you feel you need?

5 This is your choice of what you feel the
6 department needs?

7 MR. DELANEY: Yes. This is one
8 of the priorities that the department has been
9 looking at now for a few years to get this
10 done. I started this procurement well over a
11 year ago in fact.

12 LEGISLATOR DERIGGI-WHITTON: I
13 have a quick question. I know you handle the
14 procurement for OEM for the most part?

15 MR. DELANEY: We do. I do.

16 LEGISLATOR DERIGGI-WHITTON: Can
17 I ask you something a little digressing
18 slightly. In a situation that we are faced
19 with right now where, for instance, hand
20 sanitizers are very necessary. I was told
21 through the grapevine that there was a problem
22 with the procurement and we had lost out on a
23 big order of them.

24 MR. DELANEY: It's not so much
25 that we lost out on a big order. OEM is about

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2 95 percent grant funded as far as salary. The
3 state said that this is not related to
4 terrorism. Everything that we do has to have
5 a nexus to terrorism as far as our grant spend
6 down. So when I called up and spoke to the
7 state last week the answer was you can't use
8 grant funds to buy hand sanitizers.

9 LEGISLATOR DERIGGI-WHITTON:

10 That's interesting. I would think it would be
11 any emergency not just terrorism.

12 MR. DELANEY: If we requested
13 funding from the county general fund to be
14 able to do that yeah. But unfortunately,
15 again, the FEMA grants, the Homeland Security
16 grants all have to have a nexus to terrorism
17 for everything we do.

18 LEGISLATOR DERIGGI-WHITTON: I
19 was thinking if it's something like a health
20 issue and we need hand sanitizer in an
21 emergency should it be in the future couldn't
22 we have something lined up so we wouldn't have
23 to go through the procurement? But it wasn't
24 really the procurement that's the problem it's
25 the usage of your grants?

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2 MR. DELANEY: Correct. It's the
3 funding source. We don't have general funds
4 available.

5 LEGISLATOR DERIGGI-WHITTON:
6 Okay. Thank you.

7 LEGISLATOR NICOLELLO: Legislator
8 Bynoe.

9 LEGISLATOR BYNOE: Thank you
10 Presiding Officer. Good afternoon. So as my
11 colleague, I believe both colleagues, pointed
12 out this is 100 percent grant funded?

13 MR. DELANEY: Correct.

14 LEGISLATOR BYNOE: I know in a
15 lot of cases we are looking at shared services
16 and reducing expenses, but I think in the area
17 of the Office of Emergency Management there
18 should be some level of redundancy in place.
19 So having two of these types of trucks would
20 be I think beneficial to a county that serves
21 1.4 million people.

22 MR. DELANEY: That's correct to
23 recognize that. The vehicle now that we have
24 is getting older. If it did have to go out
25 for extended repairs we would be without that

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2 vehicle. No different than we are right now
3 with the medical emergency response vehicle.
4 The MERV that we have that we roll out to
5 various incidents. We only have one of
6 those. But the one thing that does help us
7 out is the regional asset and if our was down
8 no different than what Suffolk County does
9 right now they ask us to bring our's out. We
10 could ask Suffolk to roll theirs out.

11 LEGISLATOR BYNOE: In the event
12 that the current vehicle ages out and is no
13 longer available we would then replace it with
14 a light vehicle. This would not be in
15 substitution because it is limited because it
16 does not have the same capacity, am I
17 accurate?

18 MR. DELANEY: By design we didn't
19 want it to have the same capacity because we
20 didn't want to have the same size. Something
21 smaller, easier to get into incidents with.

22 LEGISLATOR BYNOE: Certain areas
23 and events, correct? It would be easier in
24 some instances to get into certain events and
25 access?

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2 MR. DELANEY: Right. If anyone
3 went up to the incident in Upper Brookville
4 with the collapse you saw what the road looked
5 like. It was very similar to what Avianca was
6 like. The road was filled with emergency
7 response vehicles.

8 LEGISLATOR BYNOE: Thank you.

9 LEGISLATOR NICOLELLO: Anyone
10 else? Hearing none, thank you very much.

11 The next two contracts are from the
12 police department. A-10 of 2020 is with
13 Motorola Solutions, Inc.

14 MR. STEPHANOFF: Good afternoon.
15 Deputy Inspector Stephanoff from the police
16 department. A-10 of 2020 is to authorize and
17 award a blanket purchase order for the radio
18 maintenance and repair for the Nassau County
19 Police Department. This is a renewal of a
20 blanket order we had. This maintains our main
21 radio system that the cops use. It maintains
22 the equipment and CB, all the station houses
23 and the buildings that have radios, every
24 police car and every hand-held portable
25 radio. We 24-7 support. You know, 24 hours a

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2 day, seven days a week, 365 days a year and
3 they help us that we don't lose radio coverage
4 for the cops. This was advertised. This was
5 put out as a bid advertised in Newsday.
6 Purchasing recommends to award Motorola for
7 the contract.

8 LEGISLATOR NICOLELLO: Are these
9 Motorola products that we're using?

10 MR. STEPHANOFF: Yes. Motorola
11 helped build the radio system. It's their
12 products and we did bid it out to see if
13 anyone else can maintain it. We only got one
14 bidder back from all the companies. And they
15 successfully, in the last blanket order,
16 helped us maintain the radio system.

17 LEGISLATOR NICOLELLO: So it's
18 almost equivalent to a sole source provider?

19 MR. STEPHANOFF: Yes. It's
20 maintenance.

21 LEGISLATOR NICOLELLO: It is
22 conceivable that somebody else could maintain
23 it but Motorola is obviously the most likely
24 recommended to do this.

25 One of the things I would like is

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2 that periodically we get updates and contracts
3 that come before us with respect to the status
4 of the radio equipment and similar
5 communication equipment the police have. I
6 was wondering if you could provide more of a
7 memo indicating exactly what the resources
8 that are being used and the status of what
9 those resources are.

10 MR. STEPHANOFF: I can reach
11 out. Chief of support oversees the radio
12 system. I can reach out to them to be in
13 contact with you.

14 LEGISLATOR NICOLELLO: We would
15 appreciate that. Any other questions? Let's
16 go to the next one which is E-44, Crime
17 Victims, Inc.

18 MR. STEPHANOFF: E-44 of '20.
19 This is to award a contract between the police
20 department and Crime Victims, Inc., Megan's
21 Law. This is a service that we use. The
22 contractor supplies the police department -- I
23 apologize -- with helpline access to victims,
24 sex offender victims, literature outreach and
25 also counseling referrals. We don't pay on a

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2 case-by-case basis. We give them \$180,000 a
3 year to help them offset their expenses and we
4 can utilize them throughout the year. They're
5 a very good outreach that our Special Victims
6 Unit uses and they helped the police
7 department.

8 LEGISLATOR NICOLELLO: They've
9 worked with us throughout the years as well.

10 MR. STEPHANOFF: Yes. We renew
11 this contract for quite some time now.

12 LEGISLATOR NICOLELLO: Only
13 question I have is it looks like the contract
14 expired in August of 2019.

15 MR. STEPHANOFF: We had trouble
16 with the disclosure forms from them. So we
17 finally got them back and we were able to put
18 the contract forward.

19 LEGISLATOR NICOLELLO: Any other
20 questions? Hearing none, thank you
21 inspector. Next contracts are with public
22 works B-10 of 2020 with Hinck Electrical
23 Contractors, Inc.

24 MR. ARNOLD: Ken Arnold, Public
25 Works. The Hinck contract, B-10, is for the

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2 improvement and repair of the hardwood ejector
3 station in the Franklin dry pump stations in
4 Glen Cove. We received a total of five bids
5 and Hinck was the most responsible bidder.
6 It's ten percent WBE on the contract.

7 LEGISLATOR NICOLELLO: Any
8 questions? Hearing none, why don't we move on
9 to E-33, LiRo program and construction
10 management.

11 MR. ARNOLD: E-33 is construction
12 management services for the Glen Cove sludge
13 dewatering project. That sludge dewatering
14 project is to replace equipment. This is the
15 oversight of the construction management. We
16 received a total of six proposals. LiRo was
17 the most technical best value proposal. They
18 have a 12 percent WBE on their contract.

19 LEGISLATOR NICOLELLO: Backup
20 indicates the RFP was issued in July 2017?

21 MR. ARNOLD: Yes.

22 LEGISLATOR NICOLELLO: What was
23 the delay in getting this to us?

24 MR. ARNOLD: Getting both the bid
25 project and see the project lined up

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2 together. I believe there was a delay in the
3 bid contract due to I think something with the
4 bonding. But then also with the submittals.
5 So we lined them all up to make sure they went
6 together. I think you've already seen the
7 other contract.

8 LEGISLATOR NICOLELLO: Any
9 questions? Let's go to E-48 of 2020.

10 MR. ARNOLD: E-48 is our traffic
11 on-call contract. Nelson and Pope is the last
12 of I believe a total of five firms we
13 selected. They were behind because of
14 disclosure issues. They will be part of our
15 pool engineering services on our traffic
16 on-call.

17 LEGISLATOR NICOLELLO: Any
18 questions about this one? Hearing none, are
19 you the point person for the EA Restoration
20 contract as well?

21 MR. ARNOLD: Myself and Robert
22 Cleary yes. Technical side I can handle. Any
23 questions on the IG report the administration
24 dealt with that.

25 LEGISLATOR NICOLELLO: Since you

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2 have a role to play why don't we cover that as
3 well right now. That's B-5 of 2020 the
4 contract with EA Restoration, Inc.

5 MR. ARNOLD: Yes. So, B-5 is
6 phase two of the family mat court construction
7 project. This is the interior fit-out of the
8 facility. It was bid back at the end of the
9 year. It's an 18-month project. We had seven
10 bidders and E and A was the lowest bidder that
11 was determined.

12 LEGISLATOR NICOLELLO: Do we have
13 a completion date in sight on this contract?
14 On this project?

15 MR. ARNOLD: From notice to
16 proceed 18 months will be the completion
17 date. Once we get approval from this body and
18 the comptroller and NIFA we will issue a
19 notice to proceed. This will require a full
20 NIFA board meeting. So, assuming that happens
21 in May, I would think notice to proceed would
22 be June 1st. So 18 months from June 1st.

23 LEGISLATOR NICOLELLO: Is that
24 the last phase? Once they complete their work
25 are we done with --

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2 MR. ARNOLD: For the building
3 yes. We have the family justice center.
4 That's a separate bid contract. That's going
5 out currently. That is going to be lined up
6 to be done in the same time frame as this
7 phase two project. We don't want any
8 construction after we are done with phase
9 two. Right now we are on schedule to have
10 both of these done at the same time.

11 We're also contemplating a project
12 for the court area sidewalks, parking lots and
13 lighting. It's not contingent on the building
14 being done. But it's the administration and
15 my thought is to have that whole complex
16 completed at one time and not to have anymore
17 construction there.

18 LEGISLATOR NICOLELLO: The Family
19 Justice Center is that going to be within this
20 building?

21 MR. ARNOLD: Yes. It's in the
22 unfinished gray space. There's a little bit
23 of work that phase two will do to get the gray
24 space ready but all the interior fit-out was a
25 separately bid contract. We did not want to

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2 issue a change order for that. We thought it
3 was more effective to do another bid.

4 LEGISLATOR NICOLELLO: It's being
5 done at the same time as some of the work
6 that's --

7 MR. ARNOLD: Yes. Same project
8 labor agreement will be utilized for this call
9 it phase three or just the family justice --
10 I'd rather call it the Family Justice Center
11 project, it will be done under the same
12 project labor agreement.

13 LEGISLATOR NICOLELLO: Family
14 court building, Family Justice Center and the
15 parking lot area?

16 MR. ARNOLD: We are hoping to get
17 the parking lot done so we can have one
18 completed facility and not having anything
19 else that needs to be done at a later date.

20 LEGISLATOR NICOLELLO: My
21 question would be, realistically, when do we
22 think all of that is going to be done and this
23 building will be open?

24 MR. ARNOLD: Should be 18 months
25 from June 1st if that's when we issue notice

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2 to proceed.

3 LEGISLATOR NICOLELLO: Basically
4 January 1 of 2022?

5 MR. ARNOLD: I think that's about
6 right.

7 LEGISLATOR NICOLELLO: We can
8 hold you to that?

9 MR. ARNOLD: We're pushing very
10 hard. The police academy is right now on time
11 on budget. We are pushing that just as hard.
12 We want to use the same model as we did for
13 that project.

14 LEGISLATOR NICOLELLO: We urge
15 you in the strongest terms to push equally
16 hard for this. The family court building now
17 was not designed for the number of litigants,
18 the number of courts. People are stuffed in
19 there. It really is not appropriate that our
20 residents continued to be forced to go into
21 that building.

22 MR. ARNOLD: It was originally a
23 24 month construction schedule. We actually
24 reduced it because of those thoughts.

25 LEGISLATOR NICOLELLO: Before I

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2 bring Mr. Cleary up, does anyone have any
3 questions for Mr. Arnold? We're good?

4 Mr. Cleary.

5 MR. CLEARY: Robert Cleary, chief
6 procurement officer.

7 LEGISLATOR NICOLELLO: There were
8 some questions obviously raised by the IG's
9 investigation. I want to ask you about the
10 status of those questions and whether they
11 have been resolved?

12 MR. CLEARY: We appreciate the
13 information that the IG brought to our
14 attention. It did shed some additional light
15 on the operations of the vendor that we were
16 not aware of. We reviewed that thoroughly.
17 We reviewed that with the department, reviewed
18 that with the vendor. The vendor submitted
19 additional disclosures. We reviewed the
20 information that was submitted on those
21 disclosures and everything does seem to have
22 been satisfactorily answered in our opinion.

23 LEGISLATOR NICOLELLO: Have you
24 had any direct communications with the IG that
25 represented it's been resolved to their

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2 satisfaction as well?

3 MR. CLEARY: I can't speak for
4 the inspector general obviously. We have had
5 some communication with them regarding this
6 matter.

7 LEGISLATOR NICOLELLO: My counsel
8 indicates that he has actually spoken with the
9 IG and she believes with the updated
10 disclosures and the additional information
11 that was provided by E and A that she is
12 satisfied.

13 Any questions for Mr. Cleary?

14 LEGISLATOR ABRAHAMS: If I may
15 Mr. Presiding Officer? I appreciate Mr.
16 Cleary being here and obviously Mr. Arnold to
17 talk about the construction component. But
18 all due respect, the report was generated by
19 the IG and I know we haven't had the IG down
20 here to formally present, but I would think
21 based on the commentary of Mr. Cleary as well
22 as the back and forth to make sure that this
23 legislature is proceeding in the correct
24 direction. We should make sure that the IG is
25 comfortable with the responses that Mr. Cleary

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2 has presented to the legislature. I would
3 request that the IG come down to make that
4 case to the legislature before we proceed.

5 LEGISLATOR NICOLELLO: All
6 right. What we can do is table this for now
7 and then either she can get down here while
8 we're still doing the contracts or when Rules
9 reconvenes later on. A motion to table by the
10 minority leader. Seconded by Legislator
11 Schaefer. All in favor of tabling signify by
12 saying aye. I think we're good for now but
13 we're going to hear from the IG on this
14 contract.

15 MR. ARNOLD: Thank you.

16 LEGISLATOR NICOLELLO: Next two
17 contracts are with Traffic and Parking
18 Violations Agency. E-34 2020 is a contract
19 with Top Key Court Reporting, Inc.

20 MS. CLAUDEFELDER: Christin
21 Claudefelder, counsel to Traffic and Parking.

22 Item E-34-20 is for stenography
23 services at Traffic and Parking. It's the
24 first of two one-year extensions with our
25 existing stenographic agent. We did have an

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2 RFP back in October 19th of 2015. We had two
3 responses and this was the lowest bid. It is
4 a woman-owned business enterprise. Anybody
5 has any questions I will take questions.

6 LEGISLATOR NICOLELLO: Any
7 questions?

8 LEGISLATOR KOPEL: Why are you
9 extending it and not rebidding it?

10 MS. CLAUDEFELDER: It's not time
11 yet. Within the original contract we have two
12 one-year extensions that are permitted. So,
13 based on our calculations we think we will
14 have to go out to an RFP I think before
15 December 31st of 2021.

16 LEGISLATOR KOPEL: You don't have
17 to I understand, but you also don't think that
18 you'll necessarily get anything better out
19 there if you did it now?

20 MS. CLAUDEFELDER: I don't think
21 there's any reason to believe that, that's
22 correct.

23 LEGISLATOR NICOLELLO: Any other
24 questions? Let's go on to the next one which
25 is E-43, Quest Computer Products L.L.C.

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2 MS. CLAUDEFELDER: E-43 of '20 is
3 our character-based ticket processing system.
4 This is a sole source provider. It's
5 proprietary software. This is an annual
6 amendment that we have been doing since we
7 went out for the original RFP with that
8 vendor. This is amendment 18, which is just
9 an extension. If anybody has any questions
10 I'm happy to answer them.

11 LEGISLATOR NICOLELLO: Does TIPVA
12 regularly evaluate whether it makes sense to
13 stay with the sole source or whether it makes
14 sense at some point to do an RFP?

15 MS. CLAUDEFELDER: Absolutely.
16 We actually -- you have already approved the
17 contract for the new software that's going to
18 replace this system. That contract's already
19 been executed and we are already in the
20 process, the design process of coming up with
21 a new system that we believe is going to be a
22 much better fit for where we are right now. I
23 think the projection for when that's going to
24 finally be online is fourth quarter of 2020.
25 Latest maybe early 2021. So this is just

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2 either the last or second to last of the
3 enhancement contracts to get us through to
4 that point.

5 LEGISLATOR NICOLELLO: That's
6 good. Any questions? Thank you very much.
7 Next two are with Human Services and Social
8 Services. E-45 of 2020 is an agreement with
9 Cornell Cooperative Extension.

10 MS. HORST: Katy Horst from the
11 administration. This is a three-year contract
12 with Cornell Cooperative Extension of Nassau
13 County. This contract will allow for the
14 creation, expansion of the 4H Youth
15 Development Program such as the Master
16 Gardener Program, increased East Meadow farm
17 visits and programing, expanded marine camp
18 among other programs and activities. The
19 contract is \$150,000 for three years.

20 LEGISLATOR NICOLELLO: Any
21 questions? We're good. Let's move to the
22 next one which is U-3, which is an agreement
23 with Long Island Marriott.

24 MS. HORST: This is to execute a
25 contract with the Long Island Marriott for the

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2 annual senior luncheon. This is \$13,200 for
3 our annual senior luncheon event.

4 LEGISLATOR NICOLELLO: We have
5 been having it there for a while, correct?

6 MS. HORST: Yes. At least the
7 last three years.

8 LEGISLATOR NICOLELLO: Any
9 questions on this one? Thank you Katy.
10 Health Department E-36 2020, James
11 McGuinness and Associates. Double duty today.

12 MS. LAURAIN: Mary Ellen
13 Laurain. Thank you. Item E-36-20 is a
14 contract with James McGuinness and Associates
15 in the amount of \$929,700. This program
16 provides Medicaid billing for our children
17 with preschool special education program.
18 This vendor determines medical eligibility for
19 Medicaid rather and reimbursement. The
20 contract is about ten weeks late. The vendor
21 had a critical family emergency.

22 LEGISLATOR NICOLELLO: Any
23 questions on this contract? Legislator
24 DeRiggi-Whitton.

25 LEGISLATOR DERIGGI-WHITTON:

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2 Thank you. My counsel wanted to get copies of
3 any updates from the years through 2019 as far
4 as their records and all.

5 MS. LAURAIN: I don't understand
6 the question.

7 LEGISLATOR DERIGGI-WHITTON: Do
8 you know if we have any updated data on the
9 reimbursements that we have been receiving for
10 this program?

11 MS. LAURAIN: I would have to ask
12 our fiscal unit. How much Medicaid
13 reimbursement we get?

14 LEGISLATOR DERIGGI-WHITTON:
15 Yeah. Through 2019.

16 MS. LAURAIN: I actually have
17 that. Approximately \$5.4 million last year.
18 That's after claims are submitted to insurance
19 and they determine Medicaid eligibility. Just
20 double check that. They identify the children
21 and the services and then they determine
22 Medicaid eligibility.

23 LEGISLATOR DERIGGI-WHITTON:
24 Thank you very much.

25 LEGISLATOR NICOLELLO: Anyone

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2 else? I think we're good. Thanks.

3 District attorney E-39 of 2020, the
4 Safe Center of LI, Inc.

5 MR. MCMANUS: Bob McManus,
6 district attorney's office. The item before
7 you is an agreement between the district
8 attorney's office and the Safe Center of Long
9 Island for a 24-hour hotline for victims of
10 sexual assault and domestic violence. While
11 the district attorney's office has provided
12 funding for the hotline for the previous four
13 years, this year's agreement had to be
14 approved in advance by the state comptroller's
15 office to ensure that this was an appropriate
16 use of forfeiture funds in accordance with
17 stricter guidelines instituted in 2019
18 governing the use of such funds.

19 LEGISLATOR NICOLELLO: Any
20 questions? We're good. Thank you. We are in
21 the process of going through the contracts.
22 After the contracts have been called there
23 will be a public comment period.

24 County attorney, E-40 of 2020.
25 These next four, five contracts are with the

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2 county attorney's office.

3 MR. LIBERT: Brian Libert from
4 the county attorney's office. Do you want me
5 to cover them all at once or just these two?

6 LEGISLATOR NICOLELLO: Let's
7 cover the first two together since they're
8 both lobbyists and we will move on.

9 MR. LIBERT: That's what I was
10 thinking as well. E-40-20 and E-41-20 are
11 contracts for the county's two lobbying
12 firms. These firms represent the county in
13 Albany and other places for the county's
14 lobbying efforts.

15 LEGISLATOR NICOLELLO: Aren't
16 these a little late? Obviously the session is
17 more than two months old at this point.

18 MR. LIBERT: These contracts have
19 been in place previously. So these firms have
20 been doing work on behalf of the county. So I
21 would hesitate to say that they were late.
22 They may be relative to the Albany session,
23 but they have been doing work and the work is
24 ongoing.

25 LEGISLATOR NICOLELLO: The

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2 amendments will go through February 28, 2021?

3 MR. LIBERT: That's my
4 understanding.

5 LEGISLATOR NICOLELLO: That's
6 kind of an odd date. I think we are going to
7 approve these but that will be in the middle
8 of the next session. I would have thought
9 maybe June 30, 2021 might have been a better
10 choice. But we have what we have. Any
11 questions about these two? Let's go to the
12 next ones. Actually next two, which are
13 contracts with Goldberg and Segalla.

14 MR. LIBERT: E-46-20 and E-47-20
15 are contracts with the outside counsel firm of
16 Goldberg Segalla. E-46 is a contract which is
17 closing out several, basically closing out the
18 old contract. I believe they had four or five
19 cases under that. Several of them have
20 ended. All of those cases which are
21 continuing are covered under the new contract
22 which is case specific in nature.

23 LEGISLATOR NICOLELLO: Any
24 questions about these two? Hearing none,
25 Sokoloff Stern, which is the next one, we

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2 actually had requested a month or two ago that
3 when there is a new case being assigned to a
4 law firm that it be broken out into a separate
5 contract. The reason for that is we don't
6 want to see the approval of an initial
7 contract to go on in perpetuity. In other
8 words, we approve a law firm to handle a case
9 and then later on we offer them another case
10 under the same contract. And again, a single
11 approval can continue theoretically in
12 perpetuity. We've ask that the new cases be
13 broken out separately from the existing
14 cases.

15 So we would request that they do
16 that with Goldberg Segalla. We have no
17 problem, speaking for the majority, with this
18 firm. Obviously they're very qualified. But
19 we just with handling these we would request
20 that new cases be separated and put into a
21 separate contract.

22 MR. LIBERT: We are aware of that
23 instruction. It's conceivable that this was
24 actually drafted before we had that
25 conversation on the record. But I would say

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2 also, just as a note, I think your point is
3 well taken. In this case Sokoloff Stern was
4 handling one matter called Rodriguez and they
5 were only handling one part of Rodriguez. One
6 particular conflicted individual. That case
7 settled and there was still significant
8 funding left on the contract. So there was
9 some practical value in that. But of course
10 your point is well taken legislator and we
11 will take that under advisement for the
12 future.

13 LEGISLATOR NICOLELLO: But that's
14 exactly why we would want to do that because
15 obviously there was an initial grant of
16 monetary approval for this firm to handle that
17 one case and rather than roll it over into a
18 second case I think it's easier to see how
19 much these cases are costing the county to do
20 it separately.

21 MR. LIBERT: Understood.

22 LEGISLATOR NICOLELLO: We are
23 going to table this for now and hopefully you
24 can get Sokoloff Stern to execute that
25 contract, turn it around and we can do this in

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2 two weeks.

3 MR. LIBERT: Very well.

4 LEGISLATOR NICOLELLO: Motion to
5 table by Legislator Rhoads. Seconded by
6 Legislator Schaefer. All in favor signify by
7 saying aye. Those opposed? The matter is
8 tabled.

9 MR. LIBERT: Thank you.

10 LEGISLATOR NICOLELLO: Medical
11 examiner, E-42 of 2020, a contract with Peter
12 Farmer.

13 MS. KELLY: My name is Carolyn
14 Kelly. I'm the deputy medical examiner for
15 laboratories and I'm appearing on these two
16 matters. Dr. Farmer first or the other
17 first?

18 LEGISLATOR NICOLELLO: What was
19 the second one that you have.

20 MS. KELLY: It's item 75-20, a
21 board transfer of funds about \$13,000. It's a
22 reallocation of funding.

23 LEGISLATOR NICOLELLO: We're not
24 handling that part of the calendar now.
25 Basically that will go before Finance first

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2 and in all likelihood once it passes Finance
3 it will on consent to the Rules Committee.

4 MS. KELLY: Just Dr. Farmer
5 then. This is an amendment that is long over
6 due. It covers the term from 2018 to 2019 of
7 June. The maximum amount of the contract was
8 \$35,000 for the term of this amendment
9 period. Dr. Farmer is a forensic
10 neuropathologist. He performs examinations of
11 brain samples from remains and we're trying to
12 get this through because it's overdue as you
13 can see.

14 LEGISLATOR NICOLELLO: Any
15 questions? Thank you very much. I'm going to
16 make a motion to untable the contract with EA
17 Restorations. Seconded by Minority Leader
18 Abrahams. All in favor of untabling E-5 of
19 2020 signify by saying aye. Matter is
20 untabled. I believe our inspector general is
21 here.

22 MS. FRANZESE: It's been a while
23 Presiding Officer. How are you? Thank you
24 for inviting me. I don't really get to come
25 down here often.

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2 LEGISLATOR NICOLELLO: I think
3 you're the only person that says that.

4 MS. FRANZESE: It's a pleasure to
5 be here. I believe the legislature had
6 questions or a question.

7 LEGISLATOR ABRAHAMS: How are
8 you? So, obviously since your report was
9 issued on February 7th it has generated much
10 concern regarding the EA contract. Then
11 obviously we just had the department come up
12 and speak on the contract as it pertains to
13 the construction and Mr. Cleary then, is he
14 still here? I don't see him but I'm sure he's
15 somewhere in the building. Then Mr. Cleary
16 got up and appreciated your comments from your
17 office and at the same time talked about some
18 of the changes. Then obviously he referenced
19 I believe the letter from E and A Restoration
20 as well in regard to some of the changes.

21 Now, what I was going to do was go
22 point by point through your report to make
23 sure each of the items that you identified in
24 your report were met to your satisfaction or I
25 guess we can cut it short and you can tell me

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2 what you believe, based on the E and A letter,
3 Mr. Cleary's statement, based off of what you
4 wrote which was issued on February 7th where
5 you are or we can go point by point.

6 MS. FRANZESE: I'm happy to talk
7 about and if you have any other questions I
8 will be happy to answer them.

9 I can tell you that the vendor and
10 their attorneys cooperated fully with my
11 office. They provided all the documents.
12 They made their clients available for
13 interviews and we were able to get what we
14 needed in order to draft the report that you
15 have.

16 It's my understanding and I've read
17 the amended or amended disclosure forms. It
18 looks as if they did that promptly and it
19 looks like that is -- that the new disclosure
20 forms are reflecting what my office saw in its
21 investigation. I can also tell you that we
22 received a letter, which I guess you have as
23 well, and a supplemental letter in response to
24 our report. And at this point, based on
25 everything, the totality of the circumstances,

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2 we are satisfied with what we have.

3 LEGISLATOR ABRAHAMS: Legislator
4 DeRiggi-Whitton has questions at some point.
5 I guess based on the documentation that was
6 missing initially it has now been furnished
7 and your office is satisfied with that
8 documentation. However, there are underlying
9 issues where this legislature will have to
10 determine whether or not there was some level
11 of perceived, I'm using the word perceived,
12 deception that was potentially going to
13 occur.

14 I guess I really want to ask you
15 specifically not really about the disclosures
16 but more about the commentary between your
17 office and some of the officers that are
18 actually on E and A. Let me bring up an
19 example.

20 In 2017 I believe, if I'm
21 pronouncing his name wrong correct me,
22 Antonios. According to the passport system
23 submitted to New York City's passport system
24 he identified himself as an officer at that
25 time in 2017 if I'm understanding this

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2 correctly.

3 However, is the terminology used on
4 the county's disclosure, principal disclosure
5 questionnaire different than the terminology
6 that's used in passport? Why would the chief
7 executive officer be misinterpreting to think
8 that we weren't asking for the same level of
9 information that Passport uses? I don't know
10 if that came out in your interview that I
11 didn't see in your report.

12 MS. FRANZESE: In New York City
13 they have -- they ask for three officers.
14 It's my understanding that you can't continue
15 on into the form unless you provide three
16 officers. So I believe that the vendor's
17 thought was that they were going to provide
18 three officers just to move on with the form.
19 At least that's seems to be their position.

20 As far as our forms, we indicate,
21 obviously you know, principal owner. I think
22 it's owners and/or officers. On that
23 disclosure they chose to put down the one
24 officer. Sole owner and officer.

25 It's unclear to me why the two, it

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2 was unclear to me why the two disclosures, one
3 from the city one from Nassau County, why they
4 were different in that respect. I believe in
5 the first response from the vendor, I do not
6 believe it was sufficiently spoken to.
7 However, in the supplemental response, which I
8 hope you have, it seemed to be a little
9 clearer that they seem to make clearer their
10 position.

11 LEGISLATOR ABRAHAMS: In your
12 interview of Antonios was there any concern
13 with him with E and A not disclosing him as an
14 officer because there was some issue with his
15 political campaign contribution disclosure
16 form or the fact that he wouldn't have to do
17 one since he wasn't technically listed as an
18 officer? I highlight that because I'm looking
19 at your report, because one of the things
20 about our disclosure process it also requires
21 that political campaign contributions be
22 disclosed and there was a \$5,000 campaign
23 contribution made on October 23, 2017. So, to
24 me, that's a very significant number. As well
25 as it wasn't disclosed initially. I'm

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2 guessing it has been now?

3 MS. FRANZESE: Yes. As a matter
4 of fact, I believe that when we spoke with the
5 attorneys that actually they disclosed I think
6 even more than our disclosures actually
7 required. But it's hard to tell. When people
8 are filling out forms and leave something off
9 or if they decide that a certain individual is
10 not an officer, it's hard to determine whether
11 they're doing that in order to make things
12 easier and move quickly and I'm going to
13 disclose one officer to almost kind of take a
14 shortcut. Or are they doing it to not reveal
15 certain, as you mentioned, campaign
16 contributions or affiliated companies or
17 things of that nature.

18 LEGISLATOR ABRAHAMS: Let me ask
19 you Inspector General, there was another
20 incident as well for a contract in 2017 for \$5
21 million for general construction where in that
22 case, if I'm understanding your report
23 correctly, while E and A did disclose certain
24 campaign contribution, it did not disclose
25 again Antonio's \$10,000 contribution this time

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2 that was made October 7, 2017. This is the
3 same type of incident that happened in '16 and
4 in '17?

5 MS. FRANZESE: It looks like the
6 company's stance at the time saying that
7 Antonio wasn't or isn't an officer it seems
8 like that caused them to interpret this as
9 they didn't need to disclose it. Again, I'm
10 not certain -- we weren't able to really
11 ascribe any motive to it but certainly that
12 was the result. That certain campaign
13 contributions and other disclosures were not
14 made public. And from my office we want just
15 want to make sure you have all the information
16 before you vote on contracts.

17 LEGISLATOR ABRAHAMS: First let
18 me take a pause to say that. I think your
19 report, as well as your reports, have been a
20 breath of fresh air. I'm glad to see that we
21 have an inspector general of the likes of your
22 office and commend your office on the great
23 work that you have been doing. It's much
24 appreciated. I have one more question that I
25 wanted to dive into.

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2 I'm just looking through your
3 report to make sure I find it. I may have to
4 pass the floor until the next person while I
5 look for it. There was a question -- you had
6 interviewed Antonio and there was some back
7 and forth that I saw where he identified
8 himself as a principal officer. I guess maybe
9 I was reading through the passport system or
10 maybe he identified himself as an officer
11 maybe at a bidding process. I'm not too
12 sure. I'm trying to find it in your report.

13 Can you shed some light on that or
14 do you need me to find it in the report and
15 identify it to be able to answer the question
16 properly?

17 MS. FRANZESE: I will tell you
18 initially when we visited the location we
19 asked for the boss and they brought out
20 actually the other officer that now files a
21 disclosure, which is the daughter of the
22 vendor. She actually identified herself as an
23 officer. Then after some digging obviously
24 there were things that supported that. That
25 she was in fact an officer and she actually

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2 had the title that she told us she had.

3 LEGISLATOR ABRAHAMS: CFO?

4 MS. FRANZESE: Yes. Minority
5 Leader, I can also note that the county as of
6 right now doesn't have a definition, doesn't
7 define officer, which may cause some issues.
8 With people deciding whether they need to
9 disclose certain things.

10 LEGISLATOR NICOLELLO: Legislator
11 DeRiggi-Whitton.

12 LEGISLATOR DERIGGI-WHITTON: I
13 think that would be a good change. I concur
14 that we really appreciate having you and your
15 office. But when we get the backup, when it
16 comes to contributions, and again, not even
17 just pertaining to this but just in all of
18 them, sometimes it doesn't mention the person
19 who contributed and the amount. I think that
20 that should be something we should require as
21 well. It would just be easier for us to have
22 an idea. Obviously there's nothing wrong with
23 contributing. But if it seems to be an
24 excessive amount it makes it easier for us to
25 be aware of that. Do you think you would

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2 consider changing that possibly policy with
3 the procurement forms, just requiring the
4 names and amounts?

5 MS. FRANZESE: I know for sure
6 the administration is looking at the forms to
7 see how they can improve the forms. Since you
8 said that, and I'm sure they're listening, I'm
9 sure they would note that as something that
10 should be taken into consideration. I think
11 truly as you said, it's not even necessarily
12 what's in the disclosure just the fact that
13 people are disclosing. It's about
14 accountability. It's about transparency.

15 LEGISLATOR DERIGGI-WHITTON:
16 Correct. There's nothing necessarily wrong
17 just to know about it. There's been a couple
18 of things we recommended. I don't know when
19 they're going to be coming out with the new
20 forms but I think it would be helpful to show
21 them to all of us. I remember we wanted to
22 mention if there was a problem or if there was
23 a lawsuit with a municipality, things like
24 that. So, I have a couple that aren't coming
25 to me right now. Maybe we can go over that

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2 before they're put in place.

3 MS. FRANZESE: I think the more
4 input certainly the better. In our reports I
5 hope that everyone agrees we are trying to get
6 you as much as we can so that you can be as
7 informed as possible. Everything we know we
8 feel you should know so that you can decide.

9 LEGISLATOR DERIGGI-WHITTON: I
10 know the Minority Leader is asking the
11 questions but basically do you feel
12 comfortable with this contract?

13 MS. FRANZESE: As far as the
14 vendor, I think that the fact that they
15 responded promptly and the fact that they
16 cooperated certainly is something that makes
17 you feel a little more confident in the
18 process. I was glad that the attorneys were
19 as forthcoming and that the vendors -- the
20 officers were so forthcoming. I was glad they
21 responded. I was glad that they responded and
22 I'm glad that they actually clarified their
23 response. The supplemental response even made
24 us feel better. At this point we wanted to
25 obviously tell you what we've learned and then

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2 at this point you guys make the decision
3 because everybody voted for you and not for
4 me.

5 LEGISLATOR DERIGGI-WHITTON:

6 Speaking with my colleague to my left,
7 Legislator Siela Bynoe, again, not for
8 anything other than to clarify and make things
9 easier for us up here, maybe if you do such a
10 thorough review, which you did, maybe you
11 could just at the end summarize it with a
12 recommendation as to whether or not you feel
13 comfortable or should it go for further
14 information.

15 LEGISLATOR NICOLELLO: Legislator
16 Bynoe.

17 LEGISLATOR BYNOE: So yes, a
18 wonderful job. Just very thorough in your
19 communication to us. I appreciate it. Based
20 on that, I was weighing my decision on it.
21 Then there was a response that came in from E
22 and A and then we didn't hear back from you.
23 My request is that when there is some level of
24 a response provided to us if you could then
25 weigh in and tell us whether you feel that

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2 it's adequate so we don't have to drag you
3 back from One West. Today is great day. The
4 weather is great and you probably didn't mind
5 it much.

6 MS. FRANZESE: I don't get out
7 much.

8 LEGISLATOR BYNOE: Just so we can
9 close the loop on these tissues it would be
10 helpful once you review whatever the response
11 is in some way communicate with us.

12 MS. FRANZESE: I'm happy to be as
13 responsive to the legislature as you need me
14 to be. But certainly I would have certainly
15 reached out. If somebody reached out I'm
16 happy to talk to you. We want to be as open
17 with you as we are asking people to be with
18 us.

19 LEGISLATOR BYNOE: Again, thank
20 you for a great job.

21 MS. FRANZESE: We appreciate the
22 support from the legislature. It's been a
23 great year and a few months.

24 LEGISLATOR NICOLELLO: This
25 vendor has a history of doing business with

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2 the county, correct?

3 MS. FRANZESE: This particular
4 vendor it's my understanding they do.

5 LEGISLATOR NICOLELLO: I think
6 you hit the nail on the head before when you
7 said the issue has to do with the use of the
8 term officer. Certainly in terms of
9 principals, in terms of officers of the
10 corporation they indicated that the mother I
11 guess is in fact the sole owner and president
12 and 100 percent shareholder of the
13 corporation. And if you look at it as a
14 corporate term there is only one officer. The
15 others were throwing around that term. But in
16 terms of the corporate structure the only
17 officer is the president. Whether they gave a
18 different answer to the city for whatever
19 reason, I can see how they could define how
20 they're answering this disclosure as who are
21 the officers, who is the principal. It is the
22 mother because she is the sole shareholder and
23 president.

24 I think the county has to clarify
25 going forward what information we are actually

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2 seeking. I agree with my colleagues that we
3 may need to update these disclosure forms to
4 make sure that our vendors are getting
5 specific directions on what information they
6 have to provide.

7 MS. FRANZESE: I think
8 improvements can be made as well.

9 LEGISLATOR NICOLELLO: Minority
10 Leader Abrahams.

11 LEGISLATOR ABRAHAMS: Quick thing
12 Madam IG. As I'm reading through -- this is
13 from county 2019 procurement policy,
14 definition of officer says any individual who
15 serves as chief executive officer, chief
16 operating officer of the contractor by
17 whatever title is known.

18 If Antonios indicated that he
19 identified himself to the New York City
20 Passport System as an officer it's pretty
21 clear. If he gave himself that title as an
22 officer in 2017 then it fits into what we have
23 in 2019. I'm not too sure where the confusion
24 came but we should clarify our forms if we
25 feel --

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2 MS. FRANZESE: I'm sorry Minority
3 Leader. I wanted to mention yes, it certainly
4 does in our procurement policy have that.
5 However, our forms don't reflect it, so I
6 don't know that the vendors are reading the
7 procurement policy very clearly.

8 LEGISLATOR ABRAHAMS: I do want
9 to ask you one final thing and then I want to
10 point something to Mr. Chiara. There is
11 \$150,000 provision in the contract that
12 requires monitoring. I'm not professing nor
13 am I alleging anything in terms of any level
14 of deception by the vendor. However, some of
15 the concerns that are identified in your
16 report and obviously looking at the responses
17 by the CEO, it looks like they tried to
18 address that. They submitted some of the
19 disclosures.

20 But there is a \$150,000 provision
21 in the contract that requires -- that could
22 impose monitoring. I believe that is
23 something in this case we would like to see
24 get done. This is a contract that's millions
25 and millions of dollars. I just wanted to get

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2 your thoughts on that provision of the
3 contract as well and then I want to bring up
4 Mr. Chiara to talk about how will that be
5 imposed.

6 MS. FRANZESE: Thank you for that
7 question. It's a large project. It's a lot
8 of our money that's going to be going to the
9 vendor. I may be biased but I'm very pro
10 oversight when it comes to things like this.
11 In this circumstance, with the large amount of
12 money that this contract is, that's in this
13 contract, I don't know that -- I can't see a
14 downside for an integrity monitor. But again,
15 it would have to be somebody independent. It
16 would have to be somebody that the county
17 chooses instead of maybe the vendor. But, I
18 mean, integrity monitors are great. Oversight
19 is great. I'm very pro that. Maybe I'm
20 biased because of my job but I think it would
21 be something to consider.

22 LEGISLATOR ABRAHAMS: I think
23 it's something that we need to consider on a
24 greater expansion of contracts. As the budget
25 season begins to rile up, obviously it's

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2 something that we would like to talk to your
3 office a little bit more. Potentially
4 empowering your office more. Because I know
5 obviously you cannot do the integrity
6 monitoring from your office and your staff
7 that you have now. But potentially looking to
8 expand your role to be able to do that as
9 well.

10 MS. FRANZESE: The large portion
11 of my office is very familiar with integrity
12 monitors and what they do and we are capable
13 of that. I just want to say, it doesn't have
14 to happen for every contract. But the larger
15 contracts certainly should have some level of
16 scrutiny. At least from my opinion.

17 LEGISLATOR ABRAHAMS:
18 Mr. Chiara. Jodi hang around. We have a
19 follow-up as well.

20 MR. CHIARA: Minority Leader, you
21 have a question?

22 LEGISLATOR ABRAHAMS: Yes. We
23 were talking a little bit about the integrity
24 monitor. That provision being imposed in the
25 contract. I just have a quick question. In

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2 my reading of the contract is that monitor
3 selected by your office or by the county or
4 selected by the vendor?

5 MR. CHIARA: It's an allowance if
6 it's needed. Under the allowance section it
7 would be selected by the vendor with the
8 county's approval.

9 LEGISLATOR ABRAHAMS: By the
10 vendor with the county's approval.

11 MR. CHIARA: When I say the
12 county I also mean the inspector general's
13 approval as well.

14 LEGISLATOR ABRAHAMS: I'm sorry
15 to put you on the spot Madame IG. How do you
16 feel about the fact that the vendor's able to
17 pick their own integrity monitor? It sounds
18 unusual but I'd rather defer to someone like
19 yourself.

20 MS. FRANZESE: Again, I have a
21 little skin in the game. My thought is if our
22 office is able to be a part of it we
23 certainly -- I would be more comfortable. I
24 do think the county should have more of a say
25 than the vendor.

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2 LEGISLATOR ABRAHAMS: Say for
3 example, Mr. Chiara, the vendor comes up with
4 A, B, C. You say no way. Then what's the
5 recourse? Do they have to go find somebody
6 else? Does the work not start until they have
7 an integrity monitor in place? Like what
8 happens next?

9 MR. CHIARA: The allowance wasn't
10 written for the term of a contract. The
11 allowance was written if a specific instance
12 came up where it was necessary.

13 LEGISLATOR ABRAHAMS: So it's not
14 even required?

15 MR. CHIARA: It's an allowance.
16 It's not required.

17 LEGISLATOR ABRAHAMS: I guess
18 what I'm driving is, when I saw integrity
19 monitor I'm thinking that this would start,
20 regardless of whether or not we thought it was
21 required, that they're monitoring how the
22 contract is being executed and how the
23 services to the county are being attributed.
24 That's what I thought. That's not the case?

25 MR. CHIARA: That's not how it

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2 would be. It's an allowance. If it's needed
3 for some specific instance that came up during
4 the project the county could request that one
5 be put in place for a specific instance or
6 task. It's not for the contract.

7 LEGISLATOR ABRAHAMS: I can't
8 speak for the Majority but I will speak for
9 the Minority. It's needed. Let's just put it
10 that way. There's been some concerns that
11 have been identified by the inspector
12 general. I'm not saying there's anything here
13 that anyone -- I'm not accusing anyone of any
14 level of deception, but there are some things
15 that are questionable. And from that
16 standpoint, I think it's needed. So explain
17 to me the process to be able to impose an
18 integrity monitor since we believe that it's
19 needed.

20 MR. CHIARA: Just to sort of just
21 to talk, and not to put the inspector general
22 on the spot, she's standing right next to me,
23 walking away, is that the inspector general
24 did a review, acted in what a monitor would
25 do. They did an investigation. They did a

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2 report. They turned up a report. On that
3 specific instance you can ask them their
4 opinion. But I think the issue was raised.
5 The vendor responded to the issue. I think
6 from the county's point of view the vendor is
7 responsible and that, for me, that specific
8 instance has been closed. If something else
9 came up along the project -- and also we are,
10 the county is closely monitoring E and A
11 performance at the academy and they're doing a
12 great job.

13 LEGISLATOR ABRAHAMS: How would
14 you know if something else came up if you
15 don't have somebody that's watching it? The
16 inspector general doesn't have the resources
17 to be on the job, to see the site, to report
18 anything they may see there. Who's going to
19 be able to do the research to determine if
20 anything -- this kind of fell into her
21 domain. It's a contract that she's required
22 to review. But as this project expands over a
23 period of time who is that person that's going
24 to do that monitoring?

25 MR. CHIARA: Just like every

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2 major, every construction project, DPW
3 monitors their contracts with the assistance
4 of usually a construction monitor. That's the
5 sort of same formula that the county has
6 followed for many years. Currently E and A is
7 under construction for the police academy. We
8 get monthly reports from our monitor. I've
9 been reviewing the reports. I don't know if
10 the inspector general has them. I'm sure they
11 review some reports. The project is
12 monitored.

13 LEGISLATOR ABRAHAMS: Who is
14 monitoring that contract? You said the police
15 academy is being built. Who is monitoring?
16 You said there's a monitor for that one.

17 MR. CHIARA: DPW monitoring, not
18 monitor. DPW is responsible for the project
19 and they also have several consultants that
20 also supervise the work.

21 LEGISLATOR ABRAHAMS: This is
22 where we are, and I don't know if it's going
23 to change anything. It's three o'clock now.
24 We have concerns based off of the IG's
25 report. If the administration cannot tell us

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2 that there will be a monitor in place,
3 independent monitor that will be in place, we
4 have to express those concerns in a vote. I'm
5 trying to be as clear as I can. So, if you're
6 telling me today that there will not be an
7 independent monitor or it will be there based
8 off of there's a need then that's not good
9 enough.

10 MR. CHIARA: I can only tell you
11 what the terms of the contract that the county
12 agreed to which I relayed to your staff.

13 LEGISLATOR ABRAHAMS: I
14 understand. We need more meat on the bone.

15 LEGISLATOR NICOLELLO:
16 Mr. Chiara, is there any sort of written
17 guidelines that you have in terms of when an
18 integrity monitor is appointed or not?

19 MR. CHIARA: In the procurement
20 compliance policy there are general guidelines
21 regarding how a monitor can be awarded. In
22 this specific instance, this isn't us, the
23 county, putting a monitor in place. It would
24 just simply be an allowance Mr. Presiding
25 Officer.

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2 LEGISLATOR NICOLELLO: The county
3 has put integrity monitors in place on other
4 contracts?

5 MR. CHIARA: Yes.

6 LEGISLATOR NICOLELLO: We want to
7 know what the guideline is. We want to know
8 what the standard is.

9 MR. CHIARA: If you go to the
10 procurement and compliance policy I believe
11 it's in the appendix regarding, appendix E
12 maybe, where the general guidelines on that
13 are.

14 LEGISLATOR NICOLELLO: General
15 guidelines. That will tell me what the
16 standards are for when the county is going to
17 decide when to apply an integrity monitor or
18 not if I look at what you are referring to?
19 It will tell me this is what the standard is
20 for when we are going to apply an integrity
21 monitor, correct?

22 MR. CHIARA: Yes. It's the
23 county's guidelines. It's based on the city's
24 guidelines.

25 LEGISLATOR NICOLELLO: Just a

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2 question for the Minority and then I want to
3 make another point. E and A Restorations is
4 doing the Nassau County Police Academy. Are
5 you proposing that there be an integrity
6 monitor for both?

7 LEGISLATOR ABRAHAMS: Honestly, I
8 don't know if it's the worst idea in the
9 world. I mean, many of these things were
10 uncovered by the IG in her February 7th report
11 and we were not aware of some of these issues
12 when the police academy was voted on. I don't
13 think it's a bad idea to have that. I think
14 some of these issues that are identified in
15 this report are universal. They're not just
16 germane to this particular contract. They're
17 all tied in to disclosures, which, I mean, the
18 very same issues that she identified in the
19 report that were there as well. I don't think
20 that's a bad idea. But it doesn't sound like
21 there's an identified need to do it. If
22 that's the case, then it is what it is. We
23 think there is an identified need.

24 Again, I'm not going to say that
25 anything was done with any intent to deceive

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2 the county. But there are some concerns here
3 that surfaced about this particular form not
4 being filled out. I'm glad to see that E and
5 A chose to fill this stuff out in -- since
6 that point decided to fill this stuff out. If
7 we didn't have the inspector general put
8 together their report which identified many
9 issues would they have even done that? It
10 seems like, unfortunately, this got past the
11 administration as well on two fronts.

12 So again, I'm not saying anything
13 was done with any particular intent. I'm glad
14 we have the inspector general that is able to
15 uncover some of the things that occasionally
16 do slip by. I would say it's prudent that we
17 have an independent monitor that's there.

18 LEGISLATOR NICOLELLO: But should
19 it be for both?

20 LEGISLATOR ABRAHAMS: Yes, to
21 answer your question. I thought I answered it
22 when I said it wouldn't be the worst idea.

23 LEGISLATOR NICOLELLO: I guess
24 that's prompted by their responses to the
25 disclosures. Over the course of this project

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2 I think what we needed more was a construction
3 manager than an integrity monitor. So that's
4 prompted by the concerns with their
5 responses.

6 Mr. Arnold, if we choose to reject
7 the bid and the county has to rebid or go
8 through the process what's the time frame?

9 MR. ARNOLD: Reject the bid would
10 probably take us a month to recommend the
11 second bidder if possible if he would hold his
12 bid. If not, to repro cure you're probably
13 talking we'll be back here in about six
14 months. Four to six months.

15 LEGISLATOR NICOLELLO: That's the
16 issue that we're facing right now. We can
17 vote this down. I mean, the crunch that we're
18 under is this project has taken so long. So
19 many years. It's not a large project. It's
20 not a particularly complex project and so much
21 rides upon it. As I said, the residents who
22 are dealing with the family court matters are
23 very, very sensitive. Sometimes doing
24 conferences in hallways. The judges have no
25 space. It is a mess. To delay this further

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2 is on the one hand is something we don't want
3 to impose on our residents. On the other
4 hand, we have these issues now with respect to
5 this particular contract.

6 MR. ARNOLD: This does not
7 preclude E and A from rebidding again. Again,
8 they would be able to bid on anything that we
9 would redo. And I believe they would probably
10 take us to court if we reject the bid.

11 LEGISLATOR NICOLELLO: Legislator
12 Bynoe. Then Deputy Presiding Officer. Then
13 the Minority Leader.

14 LEGISLATOR BYNOE: Thank you
15 Presiding Officer. So, hi Mr. Arnold.
16 Commissioner Arnold. So my concern at this
17 point regarding a monitor is that number one,
18 I think it should be independent from the
19 contractor having any opportunity to weigh in
20 on who the monitor is. I think it's an
21 inherent conflict if we allow for the
22 contractor to decide who's going to monitor
23 their activities. The objective is to make
24 sure that they're in compliance with all of
25 the components or provisions within the

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2 contract.

3 I would argue that delaying that
4 and only then bringing them into play or
5 engaging them when there is a problem, when we
6 identify a problem, actually reduces the real
7 benefit. I think that if they're there at the
8 very start and able to monitor the activities
9 from the very start we minimize any
10 opportunity for them to not be in compliance.
11 I think what keeps people in compliance,
12 right? The idea of somebody being a watchdog.

13 MR. ARNOLD: We have our
14 construction management team and our county
15 people on the project.

16 LEGISLATOR BYNOE: I understand
17 that. I have long been, and no disrespect to
18 your county folks, I have long been a
19 proponent for this type of oversight for
20 county contracts. Whether it be a DPW
21 contract or whether we are providing health
22 care services at the jail. I just think that
23 far too many times we sign these contracts,
24 and no disrespect to our departments, but then
25 we rely on the folks within the department to

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2 be the watchdog over those contracts. And in
3 many cases there are other charges that they
4 have. There are other responsibilities that
5 they have that does not allow them to give it
6 the level of scrutiny that it requires.

7 Someone who would be tasked with
8 just looking at that job day and in day out,
9 doing the polling on intervals, going in and
10 looking at this job on a regular basis I think
11 is a lot different than having someone from
12 within the DPW framework.

13 MR. ARNOLD: All county contracts
14 have a construction manager that's on the
15 project day to day. Overseen by a county
16 employee. And remember also, the county
17 comptroller reviews all the claims.

18 LEGISLATOR BYNOE: From what I
19 understanding, this integrity monitor would
20 also look at MWBE activities, it would look at
21 a host of different activities which relates
22 to contract.

23 MR. ARNOLD: Which is done by the
24 county construction manager.

25 LEGISLATOR BYNOE: So then why

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2 wasn't earlier on that an integrity monitor
3 contract was brought to this body. Why was it
4 earlier on last year that we had an integrity
5 monitor?

6 MR. ARNOLD: That was the police
7 academy.

8 LEGISLATOR BYNOE: It doesn't
9 matter. We just said we think it's important
10 for both contracts. So why last year we
11 needed an integrity monitor and now --

12 MR. ARNOLD: We brought it on for
13 the police academy because we thought an extra
14 level would be good because we didn't have a
15 project program manager. The family court, in
16 addition to county, it has a construction
17 manager and also a program manager. We have
18 three levels of people watching that job. The
19 academy was only going to have county
20 construction manager on it. We thought that
21 size job another level would not hurt on that
22 oversight.

23 LEGISLATOR BYNOE: Even if I was
24 to acquiesce and say listen, I hear you, I
25 agree with you, we have people on the job

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2 site, the contract then says that if in fact
3 we believe we need one that we are going to in
4 some way confer with them to determine who
5 they're going -- and we will then weigh in as
6 to who we think is best. I think that there's
7 some level of -- there would be an inherent
8 conflict and they would be beholding to
9 potentially the contractor more so than the
10 county.

11 MR. ARNOLD: Just remember the
12 allowance item it was a lump sum. Once it was
13 expended there would be no more money in the
14 contract. So it would be for a task to expend
15 on a lump sum on the allowance.

16 LEGISLATOR BYNOE: To be paid by
17 change order?

18 MR. ARNOLD: No. It's an
19 allowance within the contract. If it was
20 exhausted, then the decision would have to be
21 made whether you have to do a change order to
22 the project or not to make the allowance
23 larger. It was only to deal with specific
24 issues in this case if something came up.

25 LEGISLATOR BYNOE: But there's

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2 been discussion up here that we believe that
3 it should be on all of these very large scale
4 construction items and you're saying that we
5 don't need them, your staff can handle it.
6 That's great. But the contract does say --
7 for some reason it was built in there.

8 MR. ARNOLD: We ran across an
9 issue that we needed a monitor to look at. We
10 had the ability to do it.

11 LEGISLATOR BYNOE: So the county
12 should procure somebody so that person is
13 strictly beholdling to the county. That's
14 there's no confusion. There's no inherent
15 conflict as to who that person is beholdling
16 to.

17 MR. ARNOLD: We did that --

18 LEGISLATOR BYNOE: I mean, come
19 on. I think common sense has to prevail here
20 today that that just doesn't make any sense.
21 That we would be engaged in getting a monitor
22 that the contractor has to be a part of the
23 decision making as to who it is. Let the
24 county procure for its own integrity monitor
25 as they were doing before and let them have

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2 some oversight over both of these contracts.
3 Let it be an on-call. It doesn't have to be
4 that -- let it be on-call. As you state, your
5 folks can do the job. Then let it be
6 on-call. But I just think we should have a
7 separate procurement process. It defies logic
8 to me that we're even having this conversation
9 that it should be grouped together like this.
10 It just does. Sorry.

11 LEGISLATOR KOPEL: Mr. Arnold, if
12 this contract were to be rebid or anything
13 like that what would be the effect on the
14 entire project?

15 MR. ARNOLD: We would have a gap
16 between phase one and phase two where the
17 county would have to expend funding to protect
18 the building during the period of no work. I
19 would assume that E and A would probably
20 challenge in nonresponsibility determination
21 that would have to be required to have
22 happened for them not to have received the bid
23 and we would end up in the court to resolve it
24 in that case. And we would have a delay
25 during the rebid if that's where we went and

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2 they didn't challenge.

3 LEGISLATOR KOPEL: So you're
4 talking potentially of a very extensive delay
5 on the entire project and a very considerable
6 amount of money in expense as a best
7 scenario?

8 MR. ARNOLD: Yes.

9 LEGISLATOR KOPEL: At this point
10 you feel like we've got this thing under
11 control in terms of the issues of this
12 specific contract?

13 MR. ARNOLD: It's my opinion if
14 the IG would have called my compliance person
15 and we had a discussion we probably could have
16 resolved this without finding it in a report
17 that led to this discussion today.

18 LEGISLATOR KOPEL: Okay. I think
19 that kind of tells the story for me. Thank
20 you.

21 LEGISLATOR NICOLELLO: The
22 Minority Leader and myself and a bunch of us
23 up here have discussed this and based on the
24 testimony and the discussion we've had with
25 the administration, with the IG, we believe

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2 that we would like to table this. We are
3 going to table this. And that over the next
4 two weeks we will have to continue those
5 discussions specifically with respect to the
6 need for an integrity monitor for this
7 contract.

8 So, I will entertain a motion to
9 table. Moved by the Minority Leader.
10 Seconded by Legislator Rhoads. All in favor
11 of tabling signify by saying aye. Those
12 opposed? Carries unanimously. That item is
13 tabled.

14 All the rest of the contracts are
15 before us. Is there any public comment on the
16 contracts? Mr. Budnick.

17 MR. BUDNICK: Mr. Chairman
18 Nicoletto, honorable members of the
19 legislature, John J. Budnick 122 Von Huenfeld
20 Street.

21 Number one, I want to commend you
22 for holding this past immediate item for as
23 short a period as possible. I worry every day
24 about the physical situation that our current
25 family court in Westbury, which I consider to

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2 be a tragedy about to happen.

3 Speaking about tragedies, the
4 comment I wanted to make about the district
5 attorney's office, the funding for the crime
6 victims, I am very seriously concerned we're
7 having witnesses murdered because their
8 existence and their identities and the places
9 they reside are being necessarily disclosed by
10 the district attorney's office. There are
11 some argument as to whether it was necessary
12 or whatever. But I believe that the district
13 attorney's office in conjunction with the
14 other agencies of the county have to in this
15 disgusting situation that the current
16 leadership of our New York State Assembly,
17 leadership of our state senate, our governor
18 have given us with regard to disclosure of
19 witnesses provide protections now. Provide
20 numbers that witnesses and victims, informants
21 and complainants in criminal cases can contact
22 24-7 for aid to them if they are being
23 threatened or coerced or are having violence
24 perpetrated against them.

25 I just ask that the district

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2 attorney's office and the other agencies of
3 the county be alerted to this problem and
4 start to try and respond to it. Thank you
5 very much. God bless you one and all. Thanks
6 for putting up with me.

7 LEGISLATOR NICOLELLO: Thank you
8 Mr. Budnick. Now for the vote on the
9 contracts that were not tabled but were
10 called. All in favor signify by saying aye.
11 Those opposed? They carry unanimously.

12 I'm going to put the Rules
13 Committee in recess. The Public Safety
14 Committee will go next.

15 (Committee was recessed at 3:13
16 p.m.)

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

18 LEGISLATOR NICOLELLO: Call Rules
19 Committee back into session. Almost all of
20 our items went through earlier committees and
21 it's been agreed by the Majority and Minority
22 that there is no further debate or discussion
23 necessary on these consent items at this
24 point. They will all be heard in the full
25 legislature in two weeks.

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2 I'm just going to call the clerk
3 item numbers. Item 40, 41, 55, 56, 58, 59,
4 60, 61, 62, 63, 64, 65, 68, 70, 71, 2020. The
5 items on the addendum. 72, 73, 74, 75.
6 That's it.

7 Motion by Legislator Bynoe.
8 Seconded by Legislator Schaefer. Any debate
9 or discussion? Hearing none, Mr. Budnick has
10 a comment.

11 MR. BUDNICK: Mr. Chairman,
12 Mr. Nicolello, I am curious as to whether this
13 motion includes number 66-20, the alienation
14 by the county of some property in Woodbury.
15 And there's another alienation of county
16 property which is an add-on. I don't have the
17 number available to me. Are those going to be
18 called or are those included in the motion to
19 approve?

20 LEGISLATOR NICOLELLO: Item 66,
21 the property Woodbury, is not being called.
22 And I don't have any other item that is added
23 on.

24 MR. BUDNICK: There is supposedly
25 an add-on item that I received about

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2 alienation of some property in Island Park
3 that was listed as an add-on.

4 LEGISLATOR NICOLELLO: It's not
5 before us.

6 MR. BUDNICK: Then you have
7 answered my question and I thank you very
8 much. My compliments as always.

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

13 Last item is 21 of 2020. A local
14 law to amend Title A of Chapter 6 of the
15 Nassau County Administrative Code in relation
16 to the New York State Real Property Tax Law.

17 Moved by Legislator
18 DeRiggi-Whitton. Seconded by Legislator
19 Rhoads. That is before us. There is an
20 amendment in the nature of a substitution that
21 replaces the title Taxpayer Protection Act
22 with a title which is more accurate as to what
23 it is, The Reassessment Phase-In Act of 2020.

24 I will make a motion to make the
25 amendment. Seconded by Legislator Rhoads.

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2 Any debate or discussion on the amendment?
3 Hearing none, all in favor of the amendment
4 signify by saying aye. Those opposed? Any
5 abstentions? All in favor. Passes seven to
6 zero. So, now it's an amended item so we are
7 going to call the amended item.

8 It is the intention of all of us
9 not to have the full debate and discussion on
10 this item. It will be before the full
11 legislature on the 23rd. We are teeing it up
12 so to speak so that we can consider this on
13 the 23rd before the full legislature.

14 Anyone have any discussion on
15 this? Hearing none, all in favor signify by
16 saying aye. Those opposed? Carries
17 unanimously.

18 One last item of business. Deputy
19 Inspector Stephanoff would like to
20 introduce -- actually he's not going to be
21 presenting to us anymore unfortunately for
22 us. He would like to introduce a person who
23 will be.

24 MR. STEPHANOFF: Good afternoon.
25 I'm going from headquarters to the Eighth

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2 Precinct to be the deputy CO there. Deputy
3 Inspector William Field is coming. He ran our
4 Applicant Investigation Unit and he is highly
5 qualified. He's going to come over and take
6 my place. And I believe he is also going to
7 do the leg as well. So he will be presenting
8 from this point forward.

9 LEGISLATOR NICOLELLO: You've
10 warned him and told him what to expect?

11 MR. FIELD: Thank you very much
12 Greg, and I look forward to our meetings in
13 the future.

14 LEGISLATOR SCHAEFER: You look
15 very young now but that's going to change.

16 MR. STEPHANOFF: He's very
17 qualified and he'll do a great job here.

18 LEGISLATOR NICOLELLO: Best of
19 luck to you and I'm sure you will do extremely
20 well in your new position in the leadership in
21 the Eighth.

22 MR. STEPHANOFF: Thank you. It's
23 been great working with everybody.

24 LEGISLATOR NICOLELLO: It's been
25 great to have you here and we really

1 Rules - 3-9-20

2 appreciate all the presentations over the
3 years. All the information.

4 LEGISLATOR ABRAHAMS: I just want
5 to concur with the presiding officer. I was
6 saying to myself I don't know how much time
7 you've been presenting to the legislature but
8 it's been a while. I can tell you many have
9 come before us and there are very few that 100
10 percent of the time we feel confident in their
11 responses and your responses have always
12 exuded confidence and trustworthy and that's
13 all we can ask. I wish you the best in the
14 Eighth Precinct as well. Thank you.

15 LEGISLATOR NICOLELLO: Thanks
16 again. So now we will take a motion to
17 adjourn. Moved by Legislator Rhoads.
18 Seconded by Legislator Bynoe. All in favor of
19 adjourning signify by saying aye. Those
20 opposed? We are adjourned.

21 (Committee adjourned at 4:30 p.m.)
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CERTIFICATION

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

THAT the foregoing is a true and
accurate transcript of my stenographic
notes.

IN WITNESS WHEREOF, I have
hereunto set my hand this 18th day of
March 2020

FRANK GRAY