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NASSAU COUNTY LEGISLATURE

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RICHARD NICOLELLO

9

PRESIDING OFFICER

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RULES COMMITTEE

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LEGISLATOR RICHARD NICOLELLO

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CHAIR

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Theodore Roosevelt Building

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1550 Franklin Avenue

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Mineola, New York

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October 5, 2020

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2:05 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

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17 LEGISLATOR DELIA DERIGGI-WHITTON

18

19 LEGISLATOR SIELA BYNOE

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1 Rules 10-5-20

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

5 MR. PULITZER: Yes sir, roll call
6 Rules Committee. Legislator Siela Bynoe.

7 LEGISLATOR BYNOE: Here.

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

10 LEGISLATOR DERIGGI-WHITTON:
11 Here.

12 MR. PULITZER: Ranking member
13 Kevan Abrahams.

14 LEGISLATOR ABRAHAMS: Here.

15 MR. PULITZER: Legislator Laura
16 Schaefer.

17 LEGISLATOR SCHAEFER: Here.

18 MR. PULITZER: Legislator Steven
19 Rhoads.

20 LEGISLATOR RHOADS: Present.

21 MR. PULITZER: Vice Chair Howard
22 Kopel.

23 LEGISLATOR KOPEL: Here.

24 MR. PULITZER: Chairman Richard
25 Nicolello.

1 Rules 10-5-20

2 LEGISLATOR NICOLELLO: Here.

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

5 LEGISLATOR NICOLELLO: Thank
6 you. We did the pledge before. I wanted to,
7 if we could, have a moment of silence for
8 Denise Ford's sister who was laid to rest
9 today, Ms. Loretta Dowd. Please rise for a
10 moment of silence.

11 Thank you.

12 We're doing things a little bit
13 backwards today. Ordinarily we go into the
14 contracts but in order to free up anyone who's
15 here who's already answered the calendar on
16 the Finance Committee in terms of the general
17 committee items we're going to do the consent
18 calendar for the Rules Committee first. These
19 are all items that just went through Finance
20 and were moved along by that committee. After
21 that there will only be several Rules only
22 items. So I'm going to call them all at
23 once.

24 239, 240, 241, 242, 243, 244, 245
25 246, 247, 248, 249, 250, 251, 252, 253, 254,

1 Rules 10-5-20

2 255, 256, 257, 258, skip 259, 260, 261, 262,
3 263, 264, 265, 266, 267, 268. That's it for
4 the items except we have an addendum.

5 Need a motion to suspend the
6 rules. Moved by Legislator DeRiggi-Whitton.
7 Seconded by Deputy Presiding Officer Kopel.
8 All in favor of suspending the rules signify
9 by saying aye. Those opposed? Rules are
10 suspended.

11 To continue with the items being
12 called on the consent calendar. 269, 270,
13 271, 272, 273, 274, 275, 276, 277, 278, 279,
14 280, 281, 288, 289, 290, 291, and 292. Those
15 are all the consent items that just went
16 through Finance Committee. Is there any
17 further debate or discussion at this time?
18 Moved by Legislator Rhoads. Seconded by
19 Legislator Schaefer. Any further debate or
20 discussion at this time? Any public
21 comments? Hearing none, all in favor signify
22 by saying aye. Those opposed? They all carry
23 unanimously.

24 Before we go to the contracts why
25 don't we do the last Rules Committee items so

1 Rules 10-5-20

2 that part of the calendar will be done. Item
3 259 of 2020 is a resolution to accept a gift
4 offered by the Nassau County Police Department
5 Foundation to the Nassau County Police
6 Department. Moved by Legislator Bynoe.
7 Seconded by Legislator DeRiggi-Whitton. Do
8 you want to speak on the donation?

9 MR. FIELD: William Field from
10 the police department. Item 259-20 is the
11 donation of a kitchen sink and countertop to
12 the Nassau County Police Department's Sixth
13 Precinct from the Nassau County Police
14 Department Foundation. It will assist in
15 officers and other staff to have a safe and
16 sanitary place to have meal prepared food and
17 clean items.

18 LEGISLATOR NICOLELLO: Any
19 questions? Thank you. Any public comment?
20 All in favor signify by saying aye. Those
21 opposed? Carries unanimously.

22 We have one item on the addendum,
23 Rules only item, which is 294 of 2020. A
24 resolution to ceremonially designate a portion
25 of the county road known as Covert Avenue from

1 Rules 10-5-20

2 the intersection of First Avenue to the
3 intersection of Fifth Avenue to be known as
4 Mark Farina Way and directing the Department
5 of Public Works to install conspicuous signage
6 along said roadway.

7 I will make that motion.

8 Legislator Rhoads will second it. This
9 legislature worked with the administration to
10 accomplish this and Mark Farina was a longtime
11 resident of the village, an employee of the
12 village, ex-captain of the New Hyde Park Fire
13 Department too. Unfortunately lost his life
14 several months ago.

15 Any debate or discussion? Any
16 public comments? All in favor signify by
17 saying aye. Those opposed? Carries
18 unanimously.

19 This just in. This is the second
20 part of the Rules addendum. This is the last
21 Rules only item before we get to the
22 contracts. I know the mayor of Bayville is
23 here so we wanted to get this done as early as
24 possible.

25 293 of 2020 is an ordinance making

1 Rules 10-5-20

2 certain determinations pursuant to the State
3 Environmental Quality Review Act and
4 authorizing the county executive to accept on
5 behalf of the county an offer of purchase from
6 the Village of Upper Brookville of certain
7 premises located in the village and
8 authorizing the county executive to execute a
9 deed, contract of sale and all pertinent
10 documents in connection therewith to
11 consummate the sale.

12 Moved by Minority Leader Abrahams.
13 Seconded by Deputy Presiding Officer Kopel.

14 MR. PAVEL: Craig Pavel, county
15 attorney's office. This is the sale of about
16 one-fifth of an acre at the dead end terminus
17 of Long Lane to the Village of Upper
18 Brookville. The property is currently used as
19 a roadway turnaround and will continue in that
20 effect. Mayor Conway is here to speak.

21 LEGISLATOR NICOLELLO: Good
22 afternoon Mayor.

23 MR. CONWAY: Thank you for your
24 time. This is a section that was created by a
25 developer back in the '80s. He defaulted on

1 Rules 10-5-20

2 payment of taxes. Nassau County foreclosed
3 and the village has been maintaining it ever
4 since. Snowplowing, fixing the road and so
5 forth. It was offered by Nassau County in
6 1991 as a gift to the village. We accepted,
7 it's in our minutes, and somebody dropped the
8 ball.

9 So here we are today which is the
10 source of considerable antagonism between the
11 neighbors. Each one is trying to get it. We
12 think moving it to the village list as a
13 village road would be appropriate.

14 LEGISLATOR NICOLELLO: Sounds
15 good to me. Any debate or discussion?
16 Legislator Rhoads.

17 LEGISLATOR RHOADS: Just one
18 quick question actually for deputy county
19 attorney. OSPAC I'm assuming had no issue
20 with this?

21 MR. PAVEL: That's correct.

22 LEGISLATOR RHOADS: Thank you.

23 LEGISLATOR NICOLELLO: Any
24 further debate or discussion? Any public
25 comment? Thank you mayor. All in favor

1 Rules 10-5-20

2 signify by saying aye. Those opposed?

3 Carries unanimously.

4 We're going to move to the

5 contracts portion of the Rules Committee.

6 Before I go through the entire list there is

7 one contract in which one of our members is

8 going to have to recuse herself. So I'm going

9 to call that first. That would be Legislator

10 Schaefer who will be signing off and not

11 participating in any debate or discussion or

12 vote with respect to this contract.

13 It is contract E-126 of 2020. A

14 resolution authorizing the county executive to

15 execute a personal services agreement between

16 the county and Smith Valuation Services, Inc.

17 Moved by Deputy Presiding Officer

18 Kopel. Seconded by Minority Leader Kevan

19 Abrahams. That contract is before us.

20 MR. MILES: Good afternoon.

21 Deputy assessor Robert Miles. This is a

22 services contract for modeling support and

23 modeling consultation. We have submitted this

24 contract before in the past. We are

25 resubmitting it especially in light of COVID.

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2 We believe a contract like this will be very,
3 very beneficial considering the effects COVID
4 has had on our residential and commercial
5 markets.

6 LEGISLATOR NICOLELLO: Your
7 description of the contract you didn't mention
8 training. My understanding is --

9 MR. MILES: Yes, there is
10 training. There is model support and model
11 training.

12 LEGISLATOR NICOLELLO: Will this
13 be used for the upcoming roll that will be set
14 forth by the assessor on I guess November
15 1st?

16 MR. MILES: Yes. We will be
17 using this for the 2022 and 2023 roll. And we
18 also plan on using their expertise moving
19 forward because although the roll deadline
20 ends January 2nd we don't know when this
21 pandemic is going to end and what the affect
22 is on the market. Having a contract like this
23 will be very beneficial in analyzing the
24 effects of COVID.

25 LEGISLATOR NICOLELLO: It's

1 Rules 10-5-20

2 October 5th. The roll is due out in several
3 weeks. Is there sufficient time for --

4 MR. MILES: Are you talking about
5 the tax warrants?

6 LEGISLATOR NICOLELLO: No.
7 Doesn't the assessor have to establish the
8 roll or some variation of the roll by November
9 1st for 2022-23?

10 MR. MILES: No. Not this roll.

11 LEGISLATOR NICOLELLO: This is
12 for the roll that comes out next year?

13 MR. MILES: Yes.

14 LEGISLATOR NICOLELLO: With
15 respect to last year's roll my understanding
16 is that basically a percentage, flat
17 percentage increase was determined and then
18 applied across school districts. Is that
19 accurate?

20 MR. MILES: The '21-'22 roll.

21 LEGISLATOR NICOLELLO:

22 MR. MILES: There is trending,
23 yes. Each school district receives a
24 percentage trend based on the reactions of the
25 market.

1 Rules 10-5-20

2 LEGISLATOR NICOLELLO: Does the
3 department need Standard Valuation Services in
4 order to move beyond that type of method? In
5 other words, doing a more comprehensive update
6 of property values?

7 MR. MILES: It's tough to give
8 you an answer like that because the situation
9 is ebbing and flowing. We really need this
10 contract for analyses moving forward. How we
11 are assessing is governed by what happens with
12 this pandemic.

13 LEGISLATOR NICOLELLO: When you
14 say analysis going forward, could you tell me
15 a little bit more what that means?

16 MR. MILES: The valuation
17 analyses, you know, deciding how to assess
18 neighborhoods isn't a very basic analysis.
19 It's very complex. Certain neighborhoods and
20 certain demographics might have benefitted
21 from greater home prices while others may have
22 been flattened or maybe dropped. It really
23 depends on what happens going forward and
24 that's why having a contract like this for two
25 years is very important.

1 Rules 10-5-20

2 When Sandy occurred the effects
3 weren't just felt year one. It clearly had an
4 effect for multiple years. So having
5 individuals like this with their expertise is
6 very important. So it really is governed by
7 what happens going forward with this
8 pandemic. The market may continue on an upper
9 trend for the residential and we may have a
10 vaccine in January, we may have a vaccine much
11 later than that and maybe things flatten out.
12 The commercial is also a concern. It really
13 depends on how this all plays out.

14 LEGISLATOR NICOLELLO: Legislator
15 Rhoads.

16 LEGISLATOR RHOADS: Thank you Mr.
17 Presiding Officer. Just a couple of questions
18 Mr. Miles. This is a contract that was before
19 us last year?

20 MR. MILES: Correct.

21 LEGISLATOR RHOADS: Originally.
22 And we declined to pass that contract. The
23 rationale behind the declination of deciding
24 not to pass the contract in part was the fact
25 that when these companies were initially hired

1 Rules 10-5-20

2 they were initially hired with the
3 understanding that they would create the
4 system and that they would participate in
5 training of employees for the system so that
6 we wouldn't need to use them going forward,
7 correct?

8 MR. MILES: Correct. We are
9 using them for training as well yes.

10 LEGISLATOR RHOADS: The point
11 here is that when we passed the initial
12 contracts two years ago the training was
13 supposed to take place two years ago so that
14 it would be used --

15 MR. MILES: We continue to train
16 and these contracts will be very important.
17 I'm speaking because these were submitted
18 together, the Haberman and the SVS contract.

19 LEGISLATOR RHOADS: But these
20 were not inexpensive contracts. When the
21 county executive asked us to approve these
22 contracts two years ago so that we would be
23 able to move ahead with the reassessment is
24 was with the understanding that after this
25 year we would be able to stand on our own.

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2 MR. MILES: I think these
3 contracts are reasonable in price. It's a
4 maximum of 750 over two years. But they are
5 requirements. So it doesn't mean necessarily
6 mean that you will reach that 750 threshold.
7 It's all dependent upon need. And we have
8 already formed a committee, if these contracts
9 pass, to govern how we will best use them.
10 That these vendors will have to submit to us
11 in advance what their plan is, what their
12 hourly is going to be. The maximum is 750.

13 LEGISLATOR RHOADS: I appreciate
14 the answer. I think you're missing my overall
15 point which was that when we approved these
16 contracts two years ago that was supposed to
17 be the end. In other words, that they would
18 create the model, they would train our
19 employees on the model and that we would be
20 able to pick it up and do it on our own from
21 there.

22 My question is, it's now two years
23 later, we're talking about hiring these two
24 companies -- I know there's only one before us
25 at the moment -- but hiring these two

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2 companies to do exactly the same thing that
3 they were supposed to do two years ago. Why?

4 MR. MILES: Remember, we are
5 largely doing that on our own because we did
6 create our own assessments for the '21-'22. I
7 think the important distinction you have here
8 is a worldwide pandemic and having just extra,
9 extra expertise on our side I think is vital
10 considering everything that's going on.

11 LEGISLATOR RHOADS: But you've
12 hired additional personnel, correct?

13 MR. MILES: We have hired
14 additional personnel but it is also an
15 intelligent idea to have additional outside
16 experts to tell us what they're seeing as well
17 in the market. I know that we keep on not
18 conflating but we're talking about two
19 contracts. When you talk about the commercial
20 end, our ASIE is run for the year before. So
21 we need additional help from our experts to
22 pull what our vacancy rates are, how the
23 commercial retail aspect is going.

24 So I think the combination of these
25 two and the training they will provide will

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2 definitely be beneficial. I understand what
3 you're saying in terms of hiring them in the
4 past. But we are creating and developing our
5 own models. We're going to do that moving
6 forward. But it is extraordinarily crucial to
7 make sure we analyze these effects using this
8 outside expertise and these are the experts
9 that are like renowned on Nassau County.

10 LEGISLATOR RHOADS: Why aren't
11 our assessment people that we have in house
12 experts on Nassau County considering that's
13 the only thing that they have to do?

14 MR. MILES: They absolutely are.
15 They are absolutely experts. We continued to
16 see our staff thrive. We have individuals who
17 are becoming internationally certified and
18 state certified. We are very proud of that
19 fact and we continue to move forward. But it
20 is beneficial to have another set of eyes look
21 at what's going on in a pandemic. This is not
22 a regular year legislator. It is an
23 extraordinary time.

24 LEGISLATOR RHOADS: Well then
25 what was the excuse for last year when the

1 Rules 10-5-20

2 contracts were brought before us? There was
3 no pandemic at that time.

4 MR. MILES: It was necessary
5 then. It's more necessary now. We continue
6 to want to fine tune. We continue to want to
7 fine tune the assessment roll and the
8 assessment process. We are professionalizing
9 the office. These two vendors will be
10 providing training and will continue to help
11 professionalize an office that -- I know this
12 is something that I've said before and I
13 continue to repeat it -- but decimated office
14 and we are really proud of the individuals who
15 come in and have taken assessment by storm.

16 LEGISLATOR RHOADS: Am I correct
17 in assuming that there was no modeling that
18 was done last year then if we did everything
19 by school district?

20 MR. MILES: We trended the model
21 from the '20-'21 tax --

22 LEGISLATOR RHOADS: And our
23 employees were able to do that?

24 MR. MILES: Absolutely.

25 LEGISLATOR RHOADS: And since

1 Rules 10-5-20

2 last year we have hired additional employees?

3 MR. MILES: Yes, we have.

4 LEGISLATOR RHOADS: So the reason
5 that you're saying we need to bring in an
6 outside contractor again this year is because
7 of COVID and that it's significantly more
8 complicated than it was?

9 MR. MILES: It will be. It is
10 definitely more complicated. This is going to
11 have long-standing effects that you and I
12 cannot predict. We can only try to forecast.

13 LEGISLATOR RHOADS: Can you
14 explain to me why it is that the existing
15 assessment staff that we have isn't capable of
16 doing that?

17 MR. MILES: They are capable of
18 trending the roll. But like I said, this is a
19 very complicated situation and having an
20 additional set of experts on our side is very
21 beneficial because we are inspecting houses.
22 They are going and doing additional
23 appraisals. So, I don't think you can never
24 have enough individuals on your team going and
25 seeing houses for themselves and determining

1 Rules 10-5-20

2 what is happening in the marketplace.

3 LEGISLATOR RHOADS: With respect
4 to and a portion of this contract is for
5 instruction --

6 MR. MILES: I'm sorry?

7 LEGISLATOR RHOADS: A portion of
8 this contract is for instruction for our
9 employees as well.

10 MR. MILES: Correct.

11 LEGISLATOR RHOADS: Why are we
12 not doing our own instruction of our own
13 employees?

14 MR. MILES: We are and we will
15 continue.

16 LEGISLATOR RHOADS: What's the
17 purpose of that portion of this contract?

18 MR. MILES: We have statisticians
19 that we hired when Mr. Moog came in, the
20 assessor, and those individuals are making
21 great progress. But we want to continue. We
22 want to develop our own models ourselves. We
23 are going to create our own comparable market
24 analyses for defense. We are creating our own
25 models for residential and we're toying with

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2 the idea of creating models for the commercial
3 field. Which is also a very complex task
4 because the determination of valuation for
5 commercial is different than that of
6 residential.

7 We are moving in very, very good
8 direction but it's -- being a statistician
9 generally is a great trait. But being a
10 statistician and knowing appraisal is
11 something that is important. So continuing to
12 train them from the field aspect, from the
13 assessment aspect and continuing to fine tune
14 their statistician modeling training is
15 something that will help us be self-sufficient
16 moving forward and that has been a goal since
17 Mr. Moog came in. And I can attest to the
18 fact because those individuals are underneath
19 me and I supervise them that they are making
20 great progress.

21 LEGISLATOR RHOADS: I'm happy to
22 hear that but my concern is that we are in the
23 same place essentially that we were two years
24 ago relying on outside help and expertise to
25 train our employees and in part to perform

1 Rules 10-5-20

2 some of the functions that they should be
3 performing on their own. The bill of goods
4 that was sold to us two years ago when we
5 approved these two contracts initially,
6 extended the two contracts initially, was that
7 when we reached this point we wouldn't need
8 Haberman and SVS. That our own employees
9 would be able to handle this on our own.

10 And my concern moving forward is
11 that next year is the Department of Assessment
12 going to be back asking for an extension of
13 these two contracts in 2023? Are they going
14 to be back asking for an extension of these
15 contracts? At what point in time are we going
16 to stand on our own feet, be responsible for
17 our own assessment and put out our own roll
18 without outside help at the expense of county
19 taxpayers?

20 MR. MILES: I understand your
21 concern but we did create our own assessments
22 last year. We are moving forward and will
23 continue. I believe we will be developing our
24 own models when the next time we do a full
25 reassessment. And these individuals are

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2 continuing to learn. It's not a set process.
3 We have to gauge what -- how they evolve into
4 not just statistician but statistician
5 appraisers and modelers.

6 I understand what you're saying.
7 But someone who's on the ground and watching
8 these individuals grow we are getting close.
9 We're not entirely there but we're getting
10 close and our modelers are going to be very
11 impressed when we're done with this training
12 and when we are assessing moving forward.

13 LEGISLATOR RHOADS: Looking at
14 the '20-'21 roll and now the '21-'22 roll that
15 will be coming out, is a portion of the need
16 for SVS and Haberman a reflection of the fact
17 that we're not confident in the accuracy of
18 our roll?

19 MR. MILES: The '21-'22 roll was
20 published. That already came out.

21 LEGISLATOR RHOADS: Is it a
22 reflection of the lack of confidence in our
23 ability to produce our own roll going
24 forward?

25 MR. MILES: No. Absolutely not.

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2 The assessor and I testified to how great our
3 coefficient of dispersion was. I don't know
4 how long ago but we did. We're confident our
5 assessments are accurate and will continue to
6 be accurate and will continue to work on
7 making the assessments even more accurate
8 until we are where we can be. But you know
9 the numbers. We're considered one of the best
10 in the region. The best in the state. We're
11 just going to continue to fine tune it. Just
12 because we're as great as we are doesn't mean
13 we can't get better.

14 LEGISLATOR RHOADS: With all
15 respect, I don't mean to belabor the point
16 because now we're getting off the contract a
17 little bit. We don't know how accurate the
18 roll is for '20-'21, correct? We're still
19 going through the SCAR process?

20 MR. MILES: We are going through
21 the SCAR process partially because everything
22 was being told several months. We are still
23 gauging the results of SCAR, yes.

24 LEGISLATOR RHOADS: Right now in
25 the SCAR process is it not a fact that

1 Rules 10-5-20

2 everyone that has filed a SCAR petition is
3 being offered a settlement?

4 MR. MILES: A settlement does
5 include a zero offer or a nonoffer and that
6 can be accepted.

7 LEGISLATOR RHOADS: What's the
8 percentage of acceptance rate of a zero
9 offer?

10 MR. MILES: A high percentage.

11 LEGISLATOR RHOADS: People are
12 simply walking away from the SCAR process?

13 MR. MILES: You would have to
14 talk to their representatives. I'm not at
15 liberty to discuss what they are talking or
16 they're discussing with their
17 representatives. It's up to the
18 representative to decide if there is a case.

19 LEGISLATOR RHOADS: You can tell
20 me statistically I'm sure at this point what
21 is the county's success rate with respect to
22 SCAR petitions.

23 MR. MILES: I don't have those
24 numbers in front of me at this point.

25 LEGISLATOR RHOADS: Is that

1 Rules 10-5-20

2 something that the Department of Assessment
3 can produce and share with us?

4 MR. MILES: Yes.

5 LEGISLATOR RHOADS: I have no
6 other questions. Thank you Mr. Chair.

7 LEGISLATOR NICOLELLO: Thank
8 you. Listening to the testimony, in terms of
9 the training I have heard from leaders of CSEA
10 that training would be beneficial to the
11 employees of the department. I understand
12 your point about the pandemic and the drastic
13 changes that are going on within the
14 residential, which is what this contract
15 relates to --

16 MR. MILES: And commercial.

17 LEGISLATOR NICOLELLO: And
18 commercial right but we are doing residential
19 with respect to this contract. I do believe
20 that -- I think that the model of what you
21 followed last year in terms of applying a
22 uniform percentage across school districts is
23 not a good one. It bakes in potentially
24 inaccurate values because you could have vast
25 changes within -- difference within a school

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2 district in terms of neighborhoods, in terms
3 of the characteristics of a home.

4 I believe that the additional
5 assistance is needed by the Department of
6 Assessment to get away from that type of
7 annual reassessment. I think that by
8 definition that will result in an inaccurate
9 value.

10 I think, as you said, based on the
11 pandemic and the need for training I think at
12 this time this might be a contract we want to
13 move forward. And as Legislator Rhoads said,
14 we want to see the department on its own feet,
15 do without experts at some point in the very
16 near future.

17 Anyone else have anything to say?
18 Legislator Bynoe.

19 LEGISLATOR BYNOE: Thank you
20 Presiding Officer. Good afternoon. What
21 percentage of the contract would you attribute
22 to training versus the data work?

23 MR. MILES: Depends on the need
24 for the data work. You're talking about the
25 field work?

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2 LEGISLATOR BYNOE: Correct.

3 MR. MILES: This is more model
4 support. The Haberman contract is more field
5 work.

6 LEGISLATOR BYNOE: Are there
7 costs identified for the training?

8 MR. MILES: Yes, there are. We
9 know what training we want our individuals to
10 go through. We want all of our individuals to
11 go through New York State certification. I
12 believe there's only one other office that
13 requires that and that's New York City. So we
14 know what courses we want them to take.

15 We're switching back and forth with
16 contracts.

17 The Haberman contract will work
18 especially well for the field staff. The
19 individuals who go out and do the inspections
20 and then collect the data and the permits. We
21 have identified the courses that will help our
22 individuals become certified and the ultimate
23 goal is to have the entire staff become
24 certified state assessors.

25 LEGISLATOR BYNOE: And the amount

1 Rules 10-5-20

2 of money you identify for that training
3 component is what?

4 MR. MILES: I'd have to check the
5 numbers again because we are trying to gauge
6 how many individuals we can squeeze into the
7 training. So the more we get in there
8 obviously the training will be more
9 expensive. It will depend on how much money
10 we need for field work. I'm hoping to keep
11 that cost low because I want as many
12 individuals as possible to get through that
13 training. So I'd have to get back to you on
14 that. Difficult to gauge just because of
15 everything that's going on.

16 LEGISLATOR BYNOE: Understood. I
17 had a concern because right now you're
18 encumbering what, \$250,000 on this contract
19 and \$250,000 on the next item?

20 MR. MILES: That's the predicted
21 forecasted encumbrance. It really does depend
22 on how much work we get done towards the end
23 of this budget year moving forward. And like
24 I said, the situation ebbs and flows based on
25 how this pandemic goes.

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2 LEGISLATOR BYNOE: My concern is
3 that when we look at your budget for next year
4 if you encumbered the 250 for each contract
5 now you wouldn't have enough for next year's
6 portion of the contract. You budgeted
7 \$800,000 for contracts in next year's budget
8 and these two items alone would bring you to
9 \$1 million. So if you were to attempt to
10 encumber them next year.

11 MR. MILES: I believe this is
12 eligible for CARES funding. That also plays
13 into how we encumber the money.

14 LEGISLATOR BYNOE: You believe
15 because the values --

16 MR. MILES: I've been told it's
17 eligible for CARES funding.

18 LEGISLATOR BYNOE: Really?
19 That's interesting.

20 MR. MILES: How budget uses that
21 money I'm not aware but I've been told it's
22 eligible for CARES funding.

23 LEGISLATOR BYNOE: Thank you.

24 LEGISLATOR NICOLELLO: Any other
25 questions? Legislator DeRiggi-Whitton.

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2 LEGISLATOR DERIGGI-WHITTON: Can
3 you just explain you're talking about
4 residential homes being affected by COVID.

5 MR. MILES: I've been kind of
6 playing back and forth between residential and
7 commercial because these contracts are related
8 in my mind in a way of analyzing the totality
9 of the impact of assessment. But yes, I
10 imagine that a large portion of the SVS
11 contract will be used, and I don't mean money
12 but in terms of services, will be used to
13 determine what the analysis is and the impact
14 is on the residential class.

15 LEGISLATOR DERIGGI-WHITTON: I
16 can understand it for commercial maybe more
17 than residential.

18 MR. MILES: That may be the
19 case. This is a requirements contract. Going
20 back to Legislator Bynoe's question, the SVS
21 contract may be geared more towards the
22 training aspect than it is for the modeling
23 support aspect. But it is important for us to
24 have both of those aspects available at our
25 disposal.

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2 LEGISLATOR DERIGGI-WHITTON:

3 Thank you.

4 LEGISLATOR NICOLELLO: Any other
5 questions? Any public comment? All in favor
6 signify by saying aye. Those opposed?
7 Carries by a vote to six to nothing. We will
8 call you back up in a couple of minutes.

9 Someone contact Legislator Schaefer
10 and let her know she can log back on.

11 Before we continue, I just wanted
12 to ask the IG, Ms. Franzese is here, to come
13 up because we a number of the contracts have
14 comments from the inspector general's office
15 regarding pending results, preliminary
16 screening and other things. I just want to
17 make sure just in general, we can go through
18 these and call you up for each contract and go
19 through it, but just in general what are we
20 supposed to do when it says pending results?

21 MS. FRANZESE: We give you that
22 information because we're not quite complete
23 with our review. At this point obviously
24 everything is up to the legislature but we're
25 not finished and not able to give you a full

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2 picture yet.

3 LEGISLATOR NICOLELLO: Has
4 anything changed since you issued those memos
5 towards the end of last week?

6 MS. FRANZESE: Everything is
7 exactly the same.

8 LEGISLATOR NICOLELLO: This is
9 going to a much shorter calendar. If we need
10 to we can always schedule a Rules Committee in
11 two weeks.

12 MS. FRANZESE: I assure you that
13 anything that we mention that we are still
14 working on and we put in a form to the
15 legislature obviously that goes to the top of
16 the pile and we prioritize that to get that
17 done as quickly as possible.

18 LEGISLATOR NICOLELLO: Here's the
19 issue we have. The bulk of the rest of this
20 calendar has responses, comments from the
21 inspector general that either indicate the
22 results are pending, forms are missing,
23 screening is not completed. Those items, what
24 I'm going to do with them just in case with
25 respect to some of the contracts if we don't

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2 call them within 45 days they can technically
3 become binding based on our inaction. I'm
4 going to call all of those items and we are
5 going to wind up tabling all of them. This is
6 going to be just a little confusing. Then we
7 will have to take them up once the inspector
8 general clarifies the circumstances.

9 We will start with item A-13 of
10 2020. It's a resolution authorizing the
11 commissioner of shared services to award and
12 execute a blanket purchase order between the
13 county and HVAC, Inc.

14 Now we will go to next one which is
15 A-58, a resolution authorizing the
16 commissioner of share services to award and
17 execute a blanket purchase order between the
18 county of Nassau and National Waste Services
19 LLC.

20 MS. FRANZESE: A-13, 2020 -- we
21 are here for the same thing. A-13 that HVAC,
22 there was a form missing and the department
23 submitted the form. We reviewed it and it's a
24 perfectly sufficient form.

25 LEGISLATOR NICOLELLO: What I'm

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2 going to do then is call all the contracts
3 that I plan to do and then we'll go through
4 each one and you'll have to come up and tell
5 us whether or not it's been clarified.

6 I'm going to withdraw the two items
7 that I mentioned. That goes for the balance
8 of the rest of the contracts.

9 A-5, A-13, A-58 of 2020. They are
10 resolutions authorizing the commissioner of
11 shared services to award and execute blanket
12 purchase orders between the county and Choice
13 Distributions, Inc., HVAC, Inc., National
14 Waste Services LLC.

15 B-26, B-27, B-29, B-30, B-32 and
16 B-33. These are resolutions authorizing the
17 county executive to award and execute
18 contracts between the county of Nassau and H
19 and L Contracting, RJ Industries, Safety
20 Marking, Inc. and Gemstar Construction Corp.

21 E-125, E-127, E-128, E-129, E-131,
22 E-132, E-133, E-134, E-135, E-136, E-137,
23 E-138, E-139. These are resolutions
24 authorizing the county executive to execute
25 personal service agreements or amendments to

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2 personal service agreements between the county
3 and Michael Haberman Associates, Louis K.
4 McLean Associates, Engineers and Surveyors,
5 H2M Architects and Engineers, Priority-1
6 Security, Lockwood, Kessler and Bartlett,
7 Albrecht, Viggiano, Zureck and Company, Public
8 Financial Management, Inc., SVAM
9 International, Inc., Wolf, Haldenstein, Adler
10 Freeman and Herz LLP. And the second one is
11 with Wolf, Haldenstein, Adler, Freeman and
12 Herz and Calcaterra, Pollack. And Devitt,
13 Spellman, Barrett LLP.

14 Motion is made by Deputy Presiding
15 Officer Kopel. Seconded by Minority Leader
16 Abrahams. All of those contracts are before
17 us. Let's start with A-5 of 2020 which is
18 with shared services. Maybe not.

19 MR. FIELD: Good afternoon.
20 William Field from the police department.
21 Item A-5-2020 is a request to authorize and
22 order a blanket purchase order to Choice
23 Distribution Incorporated. They can supply
24 auto accessories, hardware for various Nassau
25 County agencies. The maximum amount

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2 authorized under this blanket order and
3 renewal options is \$550,000 from general
4 funds. That's it.

5 LEGISLATOR NICOLELLO: Just a
6 couple of questions. The county received only
7 one bid on this. It would seem like the
8 automotive industry they would be more
9 interested in this contract. Do you know why
10 it would be just one bid?

11 MR. FIELD: I'm not sure why
12 there was only one received. I can find out.
13 They do supply several -- not only do they
14 supply some of the actual hardware they supply
15 electronical items for vehicles but also they
16 do a hardware management system which I think
17 was very important and part of the overall
18 package.

19 LEGISLATOR NICOLELLO: Is there a
20 state contract that the county can use?

21 MR. FIELD: I'm not sure about
22 that either. I would have to get back to you.

23 LEGISLATOR NICOLELLO: Any other
24 questions? Thank you Inspector. We'll go to
25 the second contract with A-13, 2020, a

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2 contract with HVAC, Inc. Is this the contract
3 where they finally submitted the forms you
4 were saying before? Just indicate for the
5 record that the inspector general is
6 indicating yes.

7 MR. ARNOLD: Ken Arnold, public
8 works. A-13 is a contract for oil and gas
9 service maintenance and repair. There were
10 four bids and HVAC, Inc. was the lowest
11 responsible bidder. The terms are five years
12 at \$200,000 per year.

13 LEGISLATOR NICOLELLO: Any
14 questions. Next contract is A-58, 2020,
15 National Waste Services. Is that you too
16 Ken? Actually, before you start, any changes
17 in status with respect to this one?

18 MS. FRANZESE: No. The office is
19 still reviewing it.

20 LEGISLATOR NICOLELLO: I'm going
21 to have a motion to table A-58 of 2020.
22 Motion to table by Legislator Rhoads.
23 Seconded by Legislator DeRiggi-Whitton. All
24 in favor of tabling signify by saying aye.

25 B-26 and B-27 these are two

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2 contracts with H and L Contracting L.L.C. Are
3 you still reviewing those two contracts?

4 MS. FRANZESE: Yes and I did
5 inform the department.

6 LEGISLATOR NICOLELLO: B-26 and
7 B-27 motion to table. Moved by Legislator
8 DeRiggi-Whitton. Seconded by Legislator
9 Rhoads.

10 Go on to B-29.

11 I'm sorry. All in favor of tabling
12 signify by saying aye. Those opposed? Those
13 two items are tabled.

14 Now we're going on to B-29 and B-30
15 of 2020. Both with RJ Industries.

16 MR. ARNOLD: B-29 is a
17 construction contract for digester gas
18 handling at both at Bay Park and Cedar Creek.
19 The lowest bidder withdrew due to a
20 mathematical error. We had received two bids
21 including the one that withdrew. RJ was 17
22 percent over the engineer's estimate. We
23 evaluated their bid and find it's viable. The
24 type of work kind of dictates why their bid
25 was higher. It's a lot of health and safety

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2 considerations when you're dealing with the
3 methane system at the plants.

4 LEGISLATOR NICOLELLO: That would
5 be B-29?

6 MR. ARNOLD: This is B-29. B-30.

7 LEGISLATOR NICOLELLO: Let's have
8 some questions on B-29. The bids were
9 received on December 12, 2017. Why did it
10 take so long to get this to us?

11 MR. ARNOLD: There were a number
12 of issues. One was the withdrawal of the bid
13 and then we were waiting for the CM contract
14 to go with it. The CM contract I think went
15 through last session or the session before.
16 So we held processing this contract until the
17 CM contract was resolved. They both need to
18 go in tandem. And that was the major items.

19 LEGISLATOR NICOLELLO: It's
20 almost three years. The lower bid was almost
21 1.5 million less than the awarded amount.

22 MR. ARNOLD: They said that they
23 made a math error of a million dollars and
24 that's why they asked for their bid to be
25 withdrawn. We reviewed their bid package and

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2 there was a error on their half.

3 LEGISLATOR NICOLELLO: Once you
4 learned that is it possible to renegotiate
5 with that low bidder? Even if they made a
6 mistake of a million dollars they're still
7 \$500,000 less than the second bidder.

8 MR. ARNOLD: I'll double check
9 but I believe that that's not something we can
10 do if there is an error and they ask for
11 withdrawal of their bid.

12 LEGISLATOR NICOLELLO: Given the
13 discrepancy was any consideration given to
14 rescinding the bid and just going out to bid
15 again?

16 MR. ARNOLD: After we did the bid
17 analysis for RJ and we felt that their bid was
18 viable that if we would have went out to bid a
19 third time on this contract, this was bid once
20 before and was repackaged because the bids
21 came in very high, we didn't feel like there
22 would be any benefit to going out a third
23 time.

24 LEGISLATOR NICOLELLO: Did RJ bid
25 on the first initiative?

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2 MR. ARNOLD: I'm not 100 percent
3 sure. I would have to double check. I
4 believe they probably did but I would want to
5 confirm that.

6 LEGISLATOR NICOLELLO: Let me ask
7 you this. The digester gas handling system at
8 Cedar Creek what type of condition is it in
9 now? I'm trying to gauge now is the urgency
10 of this contract.

11 MR. ARNOLD: This contract is
12 very urgent. Any gas systems, we did an
13 evaluation a couple years ago as you can tell
14 because of the delay, and we would like to
15 proceed with doing remedial repairs for both
16 the steer and all the ancillary equipment that
17 goes along with those systems. That's one
18 reason why we didn't want to bid it a third
19 time also.

20 LEGISLATOR NICOLELLO: I
21 understand that. But it has to be weighed
22 against the fact that the length of the delay
23 in terms of this coming to us and the fact
24 that an earlier lower bidder, even with the
25 mathematical mistake, was substantially less.

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2 Anyone else have any other
3 questions on this contract?

4 LEGISLATOR BYNOE: Presiding
5 officer you asked the question I was going to
6 ask regarding rebidding this item because it
7 was so long ago that we actually seek the
8 bid. So I don't know. I have a concern about
9 that as well.

10 LEGISLATOR NICOLELLO: Legislator
11 DeRiggi-Whitton.

12 LEGISLATOR DERIGGI-WHITTON: Have
13 they started the work on this?

14 MR. ARNOLD: They can't do work
15 until we get the contract.

16 LEGISLATOR DERIGGI-WHITTON: I
17 know that's the right way to do it. Okay.
18 Thank you.

19 LEGISLATOR NICOLELLO: Legislator
20 Rhoads.

21 LEGISLATOR RHOADS: Ken, with
22 respect to the operations of the plant
23 currently, is any of this work scheduled to
24 replace something that is currently not
25 functioning?

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2 MR. ARNOLD: Any of this work
3 scheduled -- I do not believe so but I would
4 have to confirm that. There's a lot of
5 redundant equipment so this could be replacing
6 some redundant equipment that's not currently
7 working. But these systems should be working
8 in totality. But I can double-check and get
9 back to you on that.

10 LEGISLATOR RHOADS: I just wanted
11 to make sure because it sounds as though with
12 the concerns that some of my colleagues have
13 with respect to the bidding process on this
14 particular item that the sense of it may be
15 there to attempt to delay it. But I just want
16 to make sure that the delay is not going to
17 prevent if there's something not functioning
18 at the plant is going to prevent us from
19 repairing something that's not functioning.

20 MR. ARNOLD: I know based on the
21 safety review that we did at the steer I would
22 not recommend delaying this any further. I
23 would like to get this project addressed. We
24 did a testing of the steer a couple of years
25 ago and I know it was getting towards a point

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2 where we had to get it addressed. I would not
3 want to delay this any further.

4 LEGISLATOR RHOADS: Thank you.

5 LEGISLATOR NICOLELLO: Anyone
6 else? Give us a moment. I think you made the
7 case. We're concerned about this process and
8 whether the county is actually getting the
9 maximum benefit of the deal here. But we do
10 not want to delay work on a gas digester
11 handling system that's been out to bid twice
12 and now you're seeking to replace this for
13 several years. So we don't want to delay that
14 any further and potentially jeopardize that
15 crucial operation. So our side is going to
16 vote for it. All in favor signify by saying
17 aye. Wait. Actually we vote later on.

18 MR. ARNOLD: B-30 is another
19 construction contract for the rehabilitation
20 of three pump stations in the Glen Cove
21 service area. Also includes a force main
22 replacement for the dock place pump station.
23 We received three bids. MWBE is at 20 percent
24 for this project.

25 LEGISLATOR NICOLELLO: Any

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2 questions on this one? Hearing none, we will
3 move on. Next one is B-32, 2020. This is
4 another one the IG is reviewing. Just want to
5 let us know what the status of that is. If it
6 helps you I think our notes indicate you were
7 conducting a preliminary screening.

8 MS. FRANZESE: B-32-20 this is
9 Safety Markings. We conducted a preliminary
10 screening regarding this contract. We
11 actually did reviewed this vendor on prior
12 occasions and we have no reportable results.

13 LEGISLATOR NICOLELLO: Thanks.
14 Let's go ahead then.

15 MR. ARNOLD: B-32 is a
16 construction contract with safety markings. I
17 mean for pavement markings. Actually in this
18 case we received two bids which is good
19 because we had only been receiving single bids
20 prior. There was a second contractor I
21 believe out of Westchester that actually bid
22 on this job. Safety Markings came in below
23 the engineer's estimate and the MWBE is three
24 percent and this contract is 80 percent
25 federally funded.

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2 LEGISLATOR KOPEL: You think
3 you'll be able to keep that second bidder
4 bidding?

5 MR. ARNOLD: I don't know. We're
6 going to reach out to him and talk to him
7 further.

8 LEGISLATOR KOPEL: Because a
9 single source on this particular thing that's
10 the way it's been for years, right?

11 MR. ARNOLD: As long as I have
12 been doing this it's been one person. Once in
13 a while a second person puts a bid in.

14 LEGISLATOR KOPEL: It might pay
15 to work with somebody else to encourage them
16 somehow or another to bid on these things.
17 I'm not sure how you do it within the rules
18 but you might want to develop that second
19 source.

20 MR. ARNOLD: I have it on my
21 to-do list to reach out to the vendor and have
22 a conversation.

23 LEGISLATOR NICOLELLO: Anyone
24 else? B-33 Gemstar. This one I believe is
25 another preliminary screening?

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2 MS. FRANZESE: Yes. My office
3 performed a preliminary screening of this
4 particular contract. We've actually reviewed
5 this vendor before as well and we have no
6 reportable results.

7 MR. ARNOLD: B-33 is a
8 construction contract for the tank removals at
9 Glen Cove garage. These are the fueling tanks
10 at the site. They're currently out of
11 service. This is part of our compliance for
12 the consent order we have with EPA. The bid
13 was below the engineer's estimate. We
14 received three bids. All the work is being
15 self-performed. There's really no MWBE on
16 this project.

17 LEGISLATOR NICOLELLO: Any
18 questions? Let's go on to the next which is
19 E-127. This is good to go. It says no
20 reportable results.

21 MR. ARNOLD: E-127 is a design
22 contract for the rehabilitation of 39 signals
23 on the east side of Long Beach Island. Eight
24 firms proposed. LKMA was the highest
25 technically ranked proposer. Their price was

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2 slightly higher than another one but our
3 evaluation for quality based we decided that
4 they would be the best firm to do this project
5 in its time frame. MWBE is at 23 percent and
6 80 percent funded by New York State.

7 LEGISLATOR NICOLELLO: Any
8 questions? Guess we'll go to the second
9 contract with Louis McLean.

10 MR. ARNOLD: E-128-20 is a study
11 contract for the signal progressions for Long
12 Beach Road, Wilson Boulevard and Central
13 Avenue in Valley Stream. We had five
14 proposals received. LKM had the highest
15 technical score and the second lowest cost.
16 The technical review committee selected LKM to
17 do this work. This is also reimbursed through
18 our IUPWP program at 80 percent.

19 LEGISLATOR NICOLELLO: Any
20 questions on this one?

21 MR. ARNOLD: It's 45 percent
22 MWBE.

23 LEGISLATOR NICOLELLO: That's
24 good. Next one is E-129, 2020 with H2M
25 Architects. Before we start Ken I want to ask

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2 Jodi what the status of the IG's review is.

3 MS. FRANZESE: This we also
4 conducted a preliminary screening. We've
5 actually reviewed this vendor several times
6 and we have no reportable results.

7 LEGISLATOR NICOLELLO: Thank
8 you.

9 MR. ARNOLD: E-129 is a design
10 services contract for the Cedar Creek
11 secondary tanks. This contract is looking to
12 rehabilitate these tanks for the last so many
13 years. We had three firms proposed. H2M was
14 the highest technically and lowest cost. All
15 county funds. MWBE is at five percent.

16 LEGISLATOR NICOLELLO: Any
17 questions or discussion? Hearing none, move
18 on. I know that URS is not being called. 130
19 is not being called today. So the next two
20 are with Lockwood Kessler. 132 and 133.

21 MS. FRANZESE: These are the
22 other two contracts that we are currently
23 reviewing.

24 LEGISLATOR NICOLELLO: We will
25 have a motion to table those two. Moved by

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2 Legislator Rhoads. Seconded by Legislator
3 DeRiggi-Whitton. All in favor of tabling
4 signify by saying aye. Those opposed? Those
5 two are tabled, 132 and 133. That concludes
6 the public works contracts I believe unless
7 you have another one.

8 MR. ARNOLD: Thank you very
9 much.

10 LEGISLATOR NICOLELLO: Now E-125,
11 2020. That's the contract with Haberman. Mr.
12 Miles before you come up maybe Jodi can let us
13 know if this is clear.

14 MS. FRANZESE: Yes. It's my
15 understanding Presiding Officer that on E-125
16 2020 the missing document was filed with the
17 legislature before today's meeting.

18 LEGISLATOR NICOLELLO: Thank
19 you. I think we had a lengthy discussion with
20 the other contract that spilled over into this
21 one. I don't know if you want to add anything
22 at this time.

23 MR. MILES: No. It's similar
24 content.

25 LEGISLATOR NICOLELLO: Any

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2 further questions or discussion? Hearing
3 none -- I'm sorry, we will do that later.
4 Thank you. Next contract is E-131. It's with
5 Priority-1 Security Service, department of
6 parks.

7 MS. KASO: E-131 is an agreement
8 with Priority-1 Security Services to provide
9 security services for various special events
10 held by Nassau County parks. It's for a
11 maximum of \$20,000. And we issued an RFP back
12 in March and five proposals were received.
13 All proposals were evaluated, scored and were
14 ranked and Priority-1 Services came out on
15 top.

16 LEGISLATOR NICOLELLO: Are these
17 for events where the Nassau County public
18 safety officers need some supplemental
19 assistance?

20 MS. KASO: Yes. We have a
21 consent board with CSEA to notify public
22 safety of all of our events beforehand so that
23 they have the chance to get overtime if they
24 need it and this would be supplementing their
25 efforts.

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2 LEGISLATOR NICOLELLO: It's for
3 an event that might be larger than they can
4 handle?

5 MS. KASO: Yes. Or outside of
6 ours that they have staff available or
7 something like that. Typically we only need
8 about two or three guards per each event.

9 LEGISLATOR NICOLELLO: Thank
10 you. Any questions? I think we're good.
11 Next is A-134, 2020. It's with Albrecht,
12 Viggiano and Zureck. Jodi have you finished
13 your analysis of this one?

14 MS. FRANZESE: Yes, Presiding
15 Officer, we reviewed this. We did find some
16 undisclosed adverse information specifically
17 two ongoing litigation actions with respect to
18 the vendor which seemed germane to what we are
19 contracting with the vendor for. In other
20 words, it alleges some sort of issue regarding
21 negligence regarding the subject matter that
22 we're contracting.

23 It's my understanding that we
24 reached out to the treasurer's office but I
25 don't believe we ever received additional

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2 information from the treasurer.

3 MS. MILLER: I'm Lisa Miller from
4 the treasurer's office. I actually have an
5 email from Francine Santos that the vendor
6 only needs to disclose if they are convicted
7 and since both suits are ongoing no disclosure
8 is necessary at this time.

9 MS. FRANZESE: Francine Santos
10 works for me. I had directed her to speak
11 with Robert Cleary. She must have gotten that
12 information prior -- after I spoke with her.
13 At this point we are good to go.

14 LEGISLATOR NICOLELLO: On the
15 other hand, although it didn't need to be
16 disclosed, we are aware of these two earlier
17 lawsuits or two ongoing lawsuits involving
18 similar services that they would be providing
19 to the county. Does the department want to
20 reconsider?

21 MS. MILLER: One of the lawsuits
22 is for auditing and we are using them on a
23 financial statement basis. In addition, we
24 have been using them -- this is an amendment
25 to an extension of an existing contract that

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2 we've been using them for three years with
3 no -- six years actually, with no issues
4 whatsoever.

5 LEGISLATOR NICOLELLO: Even if it
6 was auditing that's different than the
7 services they were providing to the county,
8 there are allegations of accounting negligence
9 and malpractice. Does that give the
10 department any pause?

11 MS. MILLER: We had no issues
12 with it. We also were able to find one of the
13 lawsuits and I do have the paperwork for the
14 pending lawsuit that exists with our client
15 versus ABC.

16 LEGISLATOR NICOLELLO: Anyone
17 else have any questions on this?

18 LEGISLATOR BYNOE: I don't have
19 questions but knowing what we know now I don't
20 have a real good feeling about moving forward
21 with them. How recent were these lawsuits
22 filed?

23 MS. MILLER: One of them is --
24 it's currently pending as of August 25, 2020.
25 It was filed with the New York County Clerk's

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2 Office.

3 LEGISLATOR BYNOE: August 25,
4 2020 it was filed?

5 MS. MILLER: Correct. And the
6 other lawsuit we were not able to find. It is
7 with the Village of Freeport.

8 LEGISLATOR NICOLELLO: I think we
9 might want to have a little bit more due
10 diligence on our part with respect to this
11 especially since it involves the treasurer's
12 office and a function related to accounting.
13 I think we need additional due diligence on
14 our part.

15 LEGISLATOR DERIGGI-WHITTON:
16 Jodi, in like a more broader sense, remember
17 when we had the question with Chesterfield
18 when we asked if they had ever been in a
19 lawsuit with a municipality and they said no
20 because they settled. This kind of falls
21 under that question. Maybe the backup should
22 say have you ever been sued or are you being
23 sued. I almost think being sued and having it
24 be current is almost more important than the
25 past.

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2 MS. FRANZESE: Legislator if you
3 are suggesting that our forms need to be
4 tightened up I couldn't agree more with you.
5 I think you are absolutely right on that. I
6 think we will be working with the county to
7 kind of assist them in that.

8 LEGISLATOR DERIGGI-WHITTON: I
9 think we should try to push that as quickly as
10 possible because I know we talked about this
11 about six months ago. I just think it would
12 be a good --

13 MS. FRANZESE: Yes, legislator,
14 actually we have recommended changes to our
15 forms and it's my understanding that that
16 initiative is moving forward in the
17 administration but we have not at this point
18 seen a new version of one.

19 LEGISLATOR DERIGGI-WHITTON: Do
20 you know if the same people that are currently
21 working for the county under the prior
22 contract are the same ones involved with the
23 lawsuits that are pending now?

24 MS. FRANZESE: I don't think I
25 have an answer for you. I'd have to check

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2 with my team but I'm not certain they drilled
3 down to that.

4 LEGISLATOR DERIGGI-WHITTON: Was
5 one of the charges fraud? Is that one of the
6 charges?

7 MS. FRANZESE: Alleges accounting
8 malpractice and negligence.

9 LEGISLATOR DERIGGI-WHITTON: Can
10 you repeat that?

11 MS. MILLER: Alleging
12 malpractice. It says accounting malpractice
13 and fraud.

14 LEGISLATOR DERIGGI-WHITTON: And
15 fraud? It was fraud? Is that what you said?

16 MS. MILLER: Yes.

17 LEGISLATOR NICOLELLO: Motion to
18 table by Legislator DeRiggi-Whitton and
19 seconded by Legislator Rhoads. All in favor
20 of tabling signify by saying aye. That item
21 is tabled.

22 Next item is a contract with PFM
23 E-135. Jodi, do you have any comments on this
24 one?

25 MS. FRANZESE: E-135 actually we

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2 did a preliminary screening and there were no
3 reportable results.

4 MR. NOLAN: Good afternoon, Chris
5 Nolan, Office of Management and Budget. Item
6 E-135-20 is an amendment with Public Financial
7 Manangement, PFM, financial advisors. It is a
8 late contract. A late amendment. The
9 services were provided through -- the contract
10 amendment was through January of 2019. There
11 is a delay memo included in the package. But
12 I will just talk to the contract summary.

13 PFM was contracted to provide
14 financial advisory services to the county in
15 connection with the county's efforts to secure
16 new partnerships for an operator to improve
17 and/or expand the existing district energy
18 system located near the Coliseum and the
19 Nassau Hub.

20 Again, the agreement commenced on
21 January 20 of 2015. It provided for -- it
22 terminated on January 19 of 2018 with the
23 option of a one-year renewal which we tried to
24 extend this for. And the total amount of
25 consideration was for \$500,000.

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2 The services provided through the
3 terms of this are far below it. It was within
4 the term of the services that we had intended
5 under the original contract with the amendment
6 period. So, I don't know if you have any
7 questions beyond what's in the memo.

8 LEGISLATOR NICOLELLO: Have these
9 services already been provided?

10 MR. NOLAN: Yes. They were
11 provided in 2018.

12 LEGISLATOR NICOLELLO: This is
13 the work that the county owes just under
14 \$80,000?

15 MR. NOLAN: That's correct.

16 LEGISLATOR NICOLELLO: This
17 relates to the generation of energy over near
18 the Coliseum and near Nassau Community
19 College?

20 MR. NOLAN: Yes, sir. It
21 provides thermal energy in the form of hot and
22 chilled water to the Coliseum, to the Marriott
23 hotel, the college, the museums. And then
24 steam across the park to NUMC and through to
25 the correctional center as well.

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2 LEGISLATOR NICOLELLO: Why was
3 the delay? What was the reason for the
4 delay?

5 MR. NOLAN: There were a number
6 of -- a few other similarly routed amendments
7 that did not increase the cost or extend the
8 period of the four months beyond the available
9 renewal options. I think it just got caught
10 up in that process. You should have seen it
11 and it just hasn't gotten back to you. It was
12 not included in those that were resubmitted
13 for your consideration at that time.

14 LEGISLATOR NICOLELLO: Any
15 questions? I think we're good.

16 E-136, contract with information
17 technology and SVAM.

18 MS. FRANZESE: This is a
19 preliminary screening as well with no
20 reportable results. I think we're going to
21 add something on our form to make sure that
22 this is clear, but there's no reportable
23 results.

24 MS. STANTON: Good afternoon.
25 Nancy Stanton, IT. E-136-20 SVAM

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2 International, Inc. This amendment is to
3 increase funds by \$1.5 million. The contract
4 term is from November 16, 2015 to November 15,
5 2020. We currently use this vendor for
6 supplemental staffing, Peoplesoft project,
7 cash bail system, parks application and this
8 vendor is a minority-owned vendor.

9 LEGISLATOR NICOLELLO: You
10 mentioned cash bail system?

11 MS. STANTON: We're rewriting a
12 cash bail system for the treasurer's
13 department.

14 LEGISLATOR NICOLELLO: Have you
15 had to increase resources? Does that relate
16 to the criminal justice reform or no?

17 MS. STANTON: No.

18 LEGISLATOR NICOLELLO: Any other
19 questions?

20 LEGISLATOR SCHAEFER: I have a
21 question. Just curious. This is like I think
22 like the fifth amendment. Do you think this
23 is going to be the final amendment for this
24 contract?

25 MS. STANTON: Yes. We did put

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2 out an RFP for next year and we should be
3 bringing that back to you some time in
4 December.

5 LEGISLATOR SCHAEFER: So a new
6 one?

7 MS. STANTON: Yes, a new one.

8 LEGISLATOR SCHAEFER: Great.
9 Thank you.

10 LEGISLATOR NICOLELLO: Do you
11 have a question? No? The last contract is
12 with the county attorney's office. Let's do
13 E-139 first. Is anyone here from the county
14 attorney's office?

15 MS. MOLINARES: Yes. Good
16 afternoon chief County Attorney Jessica
17 Molinares here on item E-139. I also have my
18 colleague Errol Williams, deputy county
19 attorney with contracts and municipal
20 transactions. We are here to answer any
21 questions you may have.

22 LEGISLATOR NICOLELLO: What you
23 just said was a little bit unclear. Can you
24 just repeat that please?

25 MS. MOLINARES: I apologize.

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2 Good afternoon. Chief Deputy County Attorney
3 Jessica Molinares. I'm also here with my
4 colleague Errol Williams, deputy county
5 attorney with the municipals transactions
6 group and we are here on item E-139 to answer
7 any questions you may have.

8 LEGISLATOR NICOLELLO: I guess
9 one of the questions I have is, is this a new
10 action?

11 DR. WILLIAMS: I apologize. This
12 is Errol Williams. I didn't hear your
13 question.

14 LEGISLATOR NICOLELLO: The
15 question I had is, is this a new action or is
16 this a continuation of an action that's been
17 going on for some time?

18 DR. WILLIAMS: This is an action
19 that has been going on since 2014. It's a
20 complaint, HUD administrative complaint
21 against the county and it alleges that the
22 county discriminated in awarding HUD funds and
23 selling county property.

24 LEGISLATOR NICOLELLO: We had
25 resolved I think an action last year or

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2 earlier this year and I thought it related to
3 the same circumstances. Obviously not.

4 DR. WILLIAMS: It does relate to
5 the same circumstances. We did settle the
6 federal action. The plaintiffs in this action
7 continued this action. Which is the HUD
8 administrative complaint. So they were
9 drawing -- we settled the federal civil
10 complaint and now this one action remains.

11 LEGISLATOR NICOLELLO: Just in
12 general what is the status of this action?

13 DR. WILLIAMS: It's still being
14 investigated by HUD. We had settlement
15 negotiations. The complainants have dropped
16 out of those negotiations. We resumed prior
17 to the pandemic and when New York State closed
18 down those were left in abeyance. So where it
19 stands it's still being investigated by HUD.

20 LEGISLATOR NICOLELLO: Thank
21 you. Anyone else have any questions on this
22 one? Hearing none, we're all set, thank you.

23 MR. WILLIAMS: Thank you.

24 LEGISLATOR NICOLELLO: The last
25 two contracts with the county attorney's

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2 office we're going to be asking some questions
3 in public and it's probably going to require
4 an executive session. So in order to clear
5 the room for people who are waiting to hear
6 what happens with their contracts I'm going to
7 call for a vote on all that we have called
8 thus far which includes A-5, A-13, B-29, B-30,
9 B-32, B-33, E-127, E-128, E-129, E-125, E-131,
10 E-135, E-136, E-139. Obviously that does not
11 include the contracts that had been tabled
12 before.

13 Anyway, with respect to those
14 contracts any debate or discussion? Further
15 debate or discussion? Any public comments?
16 All in favor signify by saying aye. Passes
17 unanimously.

18 Now I'm going to call the last two
19 contracts before us E-137 and E-138. This
20 again is the county attorney's office.

21 MS. MOLINARES: Good afternoon.
22 For the county attorney's office Chief Deputy
23 County Attorney Jessica Molinares. I also
24 have my colleague, Laurel Kretzing, chief of
25 the litigation bureau. We are happy to answer

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2 any questions you may have.

3 LEGISLATOR NICOLELLO: The
4 problem with this one is there are a number of
5 questions that are going to be asked and
6 trying to do this remotely is going to be very
7 difficult. Legislator Rhoads.

8 LEGISLATOR RHOADS: Good
9 afternoon. Just a couple of preparatory
10 questions, and I'm not sure if anyone is here
11 from the administration. Katy, if you want to
12 pick up on this.

13 It's our understanding from the
14 material that work actually began under these
15 contracts in January of this year; is that
16 correct?

17 MS. HORST: I'm going to defer to
18 the county attorney's office on this. I'm not
19 very familiar with these contracts.

20 LEGISLATOR RHOADS: Anyone from
21 the county attorney's office? Don't stray
22 Katy. There's going to be a follow-up.

23 MS. MOLINARES: I apologize
24 legislator. I could not hear that question
25 clearly.

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2 LEGISLATOR RHOADS: My
3 understanding is that the work under these
4 contracts actually commenced, notice of
5 appearance actually was filed, at least in the
6 case of Wolf, I want to get the name of the
7 firm correct, Wolf, Haldenstein, Adler Freeman
8 and Herz, that they actually filed a notice of
9 appearance in the underlying case back in
10 January of 2020. Here we are in October. Did
11 the work commence in January of 2020?

12 MS. MOLINARES: So, legislator,
13 this matter actually commenced in I believe
14 April of 2019. At that time the county
15 attorney's office did file a motion to
16 dismiss. However, motion was not decided
17 until the end I believe January 27th or 29th
18 of 2020. At that time the court denied our
19 motion and scheduled an expedited trial date
20 and discovery which is when we then required
21 the assistance of special counsel in light of
22 the expedited schedule.

23 LEGISLATOR RHOADS: Special
24 counsel came into the case January of 2020,
25 correct?

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2 MS. MOLINARES: Correct. I
3 believe it was right at the tail end.
4 Approximately the 29th or so.

5 LEGISLATOR RHOADS: Obviously,
6 Ms. Horst, as you're aware the legislature has
7 been intensely interested in the assessment
8 process. Is there a reason why even though
9 work commenced under this contract that's
10 before us in October back in January why we
11 are seeing it ten months later?

12 MS. HORST: I'm going to defer to
13 the county attorney's office. We, as an
14 administration, we process the contracts as
15 quickly as we can get them. So this was
16 brought to us at the end of September and put
17 before you at the earliest date.

18 LEGISLATOR RHOADS: Okay, we will
19 turn to the county attorney's office then.
20 The buck is officially being passed. So now
21 why is it that work started in January and you
22 are asking us for permission to hire this law
23 firm ten months later?

24 MS. MOLINARES: Yes, legislator,
25 what happened was that the work did commence

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2 initially again due to the expedited
3 schedule. Immediately work began on the
4 contract including the proposed budget as well
5 as the necessary vendor portal requirements.
6 However, there was a delay also due to the
7 COVID crisis that obviously hit shortly
8 thereafter and there was some additional
9 delays just with the full completion of the
10 vendor portal requirements. Once that was
11 absolutely completed this was then immediately
12 filed thereafter. There was a delay memo with
13 the resolution package.

14 LEGISLATOR RHOADS: If I can
15 simply ask the follow-up question then,
16 Ms. Horst, was there any notification to the
17 legislature that this particular firm had been
18 retained?

19 MS. HORST: Not that I'm aware
20 of.

21 LEGISLATOR RHOADS: What was the
22 reason for that?

23 MS. HORST: I mean, I can only
24 speak from my perspective. It's because I
25 didn't know they had been retained. But

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2 that's not to say there haven't been
3 conversations with counsel regarding the
4 hires. I'm just not aware.

5 LEGISLATOR RHOADS: I'm concerned
6 about the fact that we are now at apparently
7 the conclusion of that litigation, is that not
8 correct?

9 MS. MOLINARES: If I may?
10 Legislator, there have been significant,
11 substantive developments in this matter as
12 even most recently as this morning which we
13 can absolutely discuss at your disposal in
14 executive session or legislative counsel.

15 LEGISLATOR RHOADS: My concern is
16 obviously this is an item of great interest to
17 the general public. Obviously portions of our
18 conversation are going to have to be in
19 executive session when we speak with regard to
20 strategy. But in terms of information that's
21 being provided I think the public needs to
22 hear some of the issues that have been raised
23 in this particular case. Would the
24 administration not agree?

25 MS. HORST: I think anything that

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2 is allowed to be discussed in public should be
3 discussed in a public forum, yes.

4 LEGISLATOR RHOADS: Now that the
5 contract is finally before us, is it the
6 intention of the administration, if there is
7 in fact a settlement in that particular case,
8 to bring the terms of the settlement to the
9 county legislature for consideration?

10 MS. MOLINARES: If I may?

11 LEGISLATOR RHOADS: Why don't we
12 allow Ms. Horst to answer the question first
13 and then if you have something to add you
14 certainly can.

15 MS. HORST: I'm going to defer to
16 Jessica to answer this.

17 MS. MOLINARES: Again,
18 legislator, there have been substantive
19 developments. However, I think in response to
20 your question, if the matter were to settle
21 the terms would likely not require, although
22 we are absolutely available to discuss
23 settlement terms as needed, but would not
24 require legislative approval.

25 LEGISLATOR RHOADS: One of the

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2 questions that I wanted to raise then
3 specifically with respect to -- incidentally,
4 the items that have actually been filed in
5 court are matter of public record, are they
6 not?

7 MS. MOLINARES: Yes legislator.
8 What I should have added to my last comment
9 was if the terms of the settlement required
10 legislative approval we would of course bring
11 it before the legislature.

12 LEGISLATOR RHOADS: We had
13 actually contacted the county executive's
14 office to obtain a copy of the settlement
15 agreement that was being submitted to the
16 court. We were told that a settlement had not
17 yet been reached. That negotiations were
18 ongoing. However, going on to e-courts we
19 were able to uncover the memorandum of law in
20 support of plaintiffs' application for
21 attorney's fees. As of about noon today we
22 were able to obtain a copy of the signed
23 settlement agreement signed by both parties
24 that apparently has been submitted to the
25 court presumably for a consent order.

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2 We've also received a copy of a
3 letter apparently from our counsel, from the
4 county's counsel, assuming that we approve the
5 contract, from the county's counsel I guess
6 petitioning the court to revisit their denial
7 of the consent order. Is there a reason why
8 that information wasn't presented to the
9 legislature earlier?

10 MS. MOLINARES: Again,
11 legislator, there have been significant
12 updates in the matter. Most recently even as
13 of this morning. I believe that the specifics
14 would probably be best discussed in executive
15 session.

16 LEGISLATOR RHOADS: My point is
17 that the information that's contained on here
18 we pulled off of New York State's e-court
19 website that any member of the public would be
20 able to access. So, discussing what's
21 actually contained in the settlement agreement
22 and discussing what's contained in the papers
23 before the court certainly is something that
24 can be done outside of executive session,
25 wouldn't you think? Since any member of the

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2 public can log on to this particular case on
3 e-courts and read those documents themselves.

4 MS. MOLINARES: There are
5 legislator. However, there is some additional
6 information and details regarding the
7 correspondence to the court and the status of
8 those discussions to the court that are not
9 public record at this time and may help the
10 legislature understand the current status.

11 LEGISLATOR RHOADS: Okay. Can
12 you explain why in -- I've been here five and
13 a half years at this point. I don't
14 personally recall a situation where a
15 settlement of a lawsuit did not include a
16 resolution to the issue of attorney's fees.
17 Is there a particular reason why this
18 settlement did not include attorney's fees as
19 part of the settlement?

20 MS. MOLINARES: This was brought
21 as a hybrid Article 78 proceeding as well as a
22 class action suit and the class action status
23 could possibly -- class action plaintiffs
24 could potentially be awarded attorney's fees
25 if deemed appropriate by the court.

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2 LEGISLATOR RHOADS: Why was the
3 issue not resolved as part of the settlement
4 agreement with respect to these particular
5 four plaintiffs?

6 MS. MOLINARES: I'm sorry, could
7 you repeat that please?

8 LEGISLATOR RHOADS: Then why was
9 the issue of settlement fees -- why was the
10 issue of attorney's fees not negotiated as
11 part of the settlement as to these particular
12 four plaintiffs?

13 MS. MOLINARES: Because,
14 legislator, the county is adamant in their
15 vigorous defense of this matter which includes
16 attorney's fees and we do intend on opposing
17 that application vigorously.

18 LEGISLATOR RHOADS: So why not
19 just make it part of the settlement?

20 MS. MOLINARES: That was a point
21 of discord, legislator, in that the county
22 will not agree. The county views this
23 litigation as without matter. We hold fast in
24 the position that the attorney's fees that the
25 plaintiffs' counsel are not entitled to

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2 attorney's fees in this matter. We fully
3 intend to oppose that application fully and
4 vigorously.

5 LEGISLATOR RHOADS: Part of my
6 concern is -- by the way, as part of this
7 settlement agreement that's been executed by
8 the parties that is waiting for the court to
9 sign off, is there any direct payment to any
10 of the parties or is all of the relief that is
11 granted to the plaintiffs themselves an
12 adjustment with respect to their 2020-2021
13 taxes?

14 MS. MOLINARES: I'm sorry, was
15 there any payment?

16 LEGISLATOR RHOADS: Separate and
17 apart from any attorneys' fees, is there any
18 portion of the settlement of this particular
19 litigation that results in a direct payment to
20 the plaintiffs?

21 MS. MOLINARES: My understanding
22 is no. Again, we can discuss any further
23 details in executive session. My
24 understanding of this settlement does not
25 result in any cost to the county.

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2 LEGISLATOR RHOADS: My concern is
3 by the administration entering into an
4 agreement of the type listed in the settlement
5 agreement in the Berliner case that it can
6 avoid legislative review of any portion of the
7 settlement since there is no direct payment to
8 the plaintiffs and since if the attorneys'
9 fees are an item with respect to judgement
10 there is no legislative action required or
11 review required in order to pay the
12 judgement. Is that your understanding?

13 MS. MOLINARES: There was no
14 avoidance legislator. What was done we were
15 faced with a litigation challenging the
16 fairness and accuracy of the reassessments.
17 We have vigorously opposed that and have
18 successfully negotiated, at least to date
19 pending court approval, a settlement where the
20 plaintiffs affirm the accuracy and fairness of
21 that reassessment.

22 LEGISLATOR RHOADS: Is it not
23 correct that they affirmed that because you've
24 made the decision to lower their values?

25 MS. MOLINARES: No. No

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2 legislator.

3 LEGISLATOR RHOADS: So now as a
4 result of the terms of the settlement
5 agreement there is no adjustment made to the
6 2020-2021 assessment with respect to the four
7 plaintiffs?

8 MS. MOLINARES: No. But I will
9 defer to my litigation chief, Laurel Kretzing,
10 as she is more familiar with the substantive
11 terms.

12 MS. KRETZING: Yes legislature,
13 if I could add, a feature of the proposed
14 settlement agreement requires -- severs the
15 individuals claims of the individual
16 plaintiffs. For example, if they bring an
17 Article 7 proceeding to challenge their
18 assessment directly, as they should have in
19 the first place, then in the event that that
20 Article 7 is resolved and it's of the amount
21 that would require legislative approval it
22 would then be presented. But the key here was
23 to eliminate the class action elements of this
24 case as quickly and as expeditiously as
25 possible.

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2 LEGISLATOR RHOADS: Correct me if
3 I'm wrong but the class was identified as
4 every class one property in the county of
5 Nassau. In other words, just under 400,000
6 residential property owners would be
7 considered to be part of this class, correct?

8 MS. KRETZING: That's correct.
9 That's what the court held, yes.

10 LEGISLATOR RHOADS: And that
11 would continue with respect to -- we asked
12 this question earlier and we were able to get
13 in contact with the county clerk's office that
14 was able to provide that information -- that
15 would specifically involved 133,000
16 individuals who have filed SCAR petitions for
17 whom their challenge to the 2020-2021 roll is
18 still ongoing, correct?

19 MS. KRETZING: Correct. The
20 class included all taxpayers. So it would
21 also include all petitioners in SCAR.

22 LEGISLATOR RHOADS: So, for the
23 SCAR petitioners, 133,000, their petition is
24 still ongoing. Yet the county is actively
25 undertaking efforts to decertify them in the

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2 midst of that process as part of the class
3 with respect to this lawsuit, am I correct in
4 my understanding?

5 MS. KRETZING: No. That's
6 absolutely incorrect. The plaintiffs moved to
7 certify the class. The court had granted
8 plaintiffs' motion for certification. An
9 element of this settlement requires the court
10 to decertify the class to say there is no
11 class. I also add that we've appealed for
12 each and every order of the court particularly
13 with respect to the class certification.

14 LEGISLATOR RHOADS: Let me try
15 and break it down just a little bit. Maybe
16 there's a bit of a miscommunication. As of
17 right now the 133,000 individuals who have,
18 homeowners, who have SCAR petitions that are
19 pending are currently part of the class in
20 this lawsuit, correct?

21 MS. KRETZING: That's what the
22 court held, yes.

23 LEGISLATOR RHOADS: And if the
24 settlement agreement is ordered by the court
25 they will no longer be part of that class?

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2 MS. KRETZING: That's correct.

3 They will be free to proceed with their
4 individual attorneys and individual cases.

5 LEGISLATOR RHOADS: So the
6 133,000 SCAR petitioners for whom this process
7 is still ongoing as a result of the settlement
8 that the county has negotiated will be
9 decertified from the class as soon as if the
10 court signs the consent order.

11 MS. KRETZING: That's correct.
12 And they can proceed with their individual
13 claims.

14 LEGISLATOR RHOADS: Now, taking a
15 look at the agreement itself, I know you
16 mentioned that the parties are agreeing that
17 the reassessment is fair, accurate and
18 reasonable in all respects and fully satisfies
19 Nassau County's obligations under the law,
20 right?

21 MS. KRETZING: That's correct.

22 LEGISLATOR RHOADS: That's part
23 of the settlement agreement. It does so
24 though, after acknowledging that defendants,
25 the county, will revise the county's

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2 assessment website and any mail disclosures by
3 specifically eliminating the calculation
4 ladders or ladder reports by including on the
5 assessment website plain English narratives
6 and hyperlinks as set forth in an attached
7 exhibit.

8 In other words, even though the
9 petitioners and the county are agreeing that
10 the assessment is fair, part of this
11 settlement requires that the county stop using
12 the ladder reports which the county assessor
13 explained to homeowners were how residents'
14 values were calculated for that 2020-2021
15 roll, is that not correct?

16 MS. KRETZING: That's what it
17 says in the proposed settlement agreement and
18 we regard that as simply a refinement of
19 things that the Department of Assessment would
20 have done anyway.

21 LEGISLATOR RHOADS: With all due
22 respect, it's more than a refinement. Because
23 we went and told every homeowner in Nassau
24 County that they should use the ladder reports
25 as the basis for their challenge because it

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2 demonstrated to them how we reached the value
3 of our assessment of their home. So now as a
4 result of this agreement you are acknowledging
5 that those ladder reports were essentially
6 useless. So every homeowner's challenge to
7 their taxes that's based on the ladder report
8 as a means to understand how we reached the
9 number that we reached we are acknowledging
10 that those numbers are incorrect, are we not?

11 MS. KRETZING: No, we're not
12 alleging that at all. This is a going forward
13 settlement. It's a prospective looking to the
14 future as to how things will be explained in
15 the future. It has nothing to do with the
16 past assessment roll.

17 LEGISLATOR RHOADS: One of the
18 specific challenges brought up in this
19 lawsuit -- correct me if I'm wrong -- it was
20 the 2020-2021 assessment roll that was being
21 challenged by these four homeowners, correct?

22 MS. KRETZING: Yes.

23 LEGISLATOR RHOADS: The 2020-2021
24 roll and the accuracy of that roll was an
25 issue in this litigation, correct?

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2 MS. KRETZING: Yes.

3 LEGISLATOR RHOADS: So even
4 though as a condition of the settlement you're
5 acknowledging, the parties are somehow
6 acknowledging that the assessment is fair and
7 accurate and reasonable in all respects,
8 you're acknowledging that the ladder reports
9 that formed the basis of that roll are no
10 longer going to be used.

11 MS. MOLINARES: If I may?
12 They're being supplemented. What was
13 specifically an issue by the plaintiffs was
14 that the ladder reports to them were confusing
15 and they felt that -- you will see the same
16 paragraph cites to the extent that the
17 assessment website will be supplemented with
18 plain English narratives and hyperlinks, and
19 that was negotiated and discussed. The point
20 being that this information would be more,
21 quote unquote, user friendly and allow for
22 more easy access for the public and a bit more
23 easily understood.

24 LEGISLATOR RHOADS: So the county
25 is acknowledging that the calculation ladders

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2 and ladder reports were confusing and in some
3 cases inaccurate?

4 MS. MOLINARES: We're not
5 acknowledging that they were confusing or
6 inaccurate. However, plaintiffs focused
7 heavily on the ability to have an easier
8 understanding of the information.

9 LEGISLATOR RHOADS: So in
10 exchange for whatever resolution there is on
11 behalf of these four individuals, they're also
12 representing a class including the 133,000
13 individuals that are still actively in the
14 process of challenging their assessment
15 through the SCAR process, correct?

16 MS. KRETZING: I didn't follow
17 that.

18 MS. MOLINARES: Neither did I.

19 LEGISLATOR RHOADS: The four
20 plaintiffs in this case are not only
21 plaintiffs on their own behalf but they
22 actually represent a class of individuals
23 which now includes 133,000 people that are
24 still actively involved in the process of
25 challenging their 2020-2021 roll, right?

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2 MS. MOLINARES: Yes. Per the
3 court certification.

4 LEGISLATOR RHOADS: So, in
5 exchange for resolving the issue with respect
6 to these four individual properties, the
7 133,000 that are also part of that class are
8 essentially being decertified while at the
9 same time we are acknowledging that the ladder
10 reports were confusing?

11 MS. KRETZING: The class is being
12 decertified. We don't acknowledge any
13 wrongdoing or any confusion. We've agreed
14 that we will enhance the website and that's
15 really the extent of the settlement.

16 LEGISLATOR RHOADS: You've agreed
17 that you will stop using the ladder report,
18 right? The fact that the ladder reports were
19 confusing or the allegation that the ladder
20 reports were confusing was one of the basis of
21 the lawsuit. That homeowners didn't have a
22 fair opportunity to be able to understand how
23 the department calculated their values because
24 the information contained in the ladder report
25 was either inaccurate or confusing.

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2 Essentially we've said okay, we're going to
3 stop using it, right? Do I misunderstand that
4 provision?

5 MS. MOLINARES: It wasn't about
6 accuracy. It was more of a focus on that it
7 was somewhat confusing. And in an effort to
8 enhance public understanding of the process we
9 came to these terms.

10 LEGISLATOR RHOADS: In the same
11 way it indicates defense will make public all
12 of the approximately 180 independent variables
13 or predictors that were used in the
14 computer-assisted mass appraisal modeling in
15 the reassessment and the coefficients or
16 multipliers for those variables in each market
17 area including the neighborhood coefficient.
18 So that the neighborhood factors and all of
19 the 180 independent variables that went into
20 calculating home values we're acknowledging as
21 a result of this settlement were also
22 confusing and often inaccurate, is that not
23 correct?

24 MS. MOLINARES: No.

25 LEGISLATOR RHOADS: What other

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2 conclusion can members of the public draw when
3 we say that we're going to now explain and
4 disclose those 180 variables so that the
5 public can understand what they are? Is that
6 not an acknowledgment that the way it was done
7 was confusing?

8 MS. KRETZING: No, it's not an
9 acknowledgment of past wrongdoing or past
10 failure to explain things properly. It's an
11 outgrowth of this lawsuit that this specific
12 information that these plaintiffs wanted
13 disclosed to the public. There's no reason
14 for us not to disclose it. So as part of this
15 settlement we've agreed to do that.

16 LEGISLATOR RHOADS: So the
17 question perhaps not for you but the question
18 perhaps for the assessor's office is and for
19 the 133,000 people that are still in the SCAR
20 process is, why was it not done in the first
21 instance? Why did it take a lawsuit brought
22 on behalf of these four individuals to force
23 the Department of Assessment to do something
24 which we're sitting here right now, we
25 acknowledge should have been done all along?

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2 And why under those circumstances
3 would we take steps to decertify a class when
4 these 133,000 individuals have an opportunity
5 still to participate as part of that class and
6 seek relief from the court? Separate and
7 apart from the SCAR process.

8 MS. MOLINARES: It's not that
9 this information was not disclosed. It's that
10 information is going to be more readily
11 available. We are going to provide a
12 narrative on the assessment website explaining
13 again, quote unquote, in plain English how the
14 model was accomplished with these numerous
15 factors.

16 LEGISLATOR RHOADS: Just going to
17 wrap up because I know there are some items we
18 have to cover in executive session. Has the
19 court indicated -- it seems as though the
20 court's reluctance to sign the consent order
21 is a reflection of the same concerns that I'm
22 expressing now. That you have an issue with
23 respect to the 2020-2021 roll that's being
24 resolved as part of this case, which is being
25 acknowledged as part of the settlement

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2 agreement, yet we're taking steps to decertify
3 and essentially preclude 133,000 individuals
4 from making use of this process.

5 MS. KRETZING: My understanding
6 that the court's reluctance had nothing to do
7 with the decertification process at all.

8 LEGISLATOR RHOADS: Did it have
9 to do with the acknowledgment that the
10 county's assessment is fair, accurate and
11 reasonable in all respects despite the fact
12 that we are essentially acknowledging that
13 we've had a confusing and often erroneous
14 process that we are now agreeing to change by
15 not using ladder reports and by disclosing
16 information that wasn't previously disclosed?

17 MS. MOLINARES: Again,
18 legislator, I think now this is information
19 relating directly to conversations with the
20 court that would best be discussed in
21 executive session.

22 LEGISLATOR RHOADS: We'll see if
23 there is any additional information that we
24 can get in executive session that quite
25 frankly the public should know about.

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2 LEGISLATOR NICOLELLO: I want to
3 follow-up with questions with respect to the
4 defense of the Hall case. Can you explain to
5 me the arrangement now with the Wolf
6 Haldenstein firm and Calcaterra, Pollack?
7 What's happening with this item with respect
8 to those two firms?

9 MS. MOLINARES: Yes, legislator.
10 Initially the Hall matter was contracted with
11 the firm of Wolf, Haldenstein. The handling
12 attorney left the firm and all parties agreed
13 that she would continue with her litigation.
14 Therefore, you have the assignment before you
15 today.

16 LEGISLATOR NICOLELLO: She was
17 the handling attorney, what do you mean by
18 that? What did she do in terms of handling
19 this case?

20 MS. MOLINARES: The handling
21 attorney responsible for the prep work, excuse
22 me, the preparatory work, the drafting of the
23 motion to dismiss that's currently pending,
24 the interviews, the backgrounds, you know
25 initial discovery. Assessment. Evaluation.

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2 LEGISLATOR NICOLELLO: I'm having
3 difficulty why you would transfer this. If
4 you had a firm obviously the same firm that
5 you had with respect to the Berliner case,
6 this individual leaves that firm and the case
7 goes with her. I understand that happens with
8 respect to private clients but I wasn't aware
9 the county did that.

10 MS. MOLINARES: Again, it was on
11 the agreement of all parties based on the
12 efficiencies, with the amount of time and
13 effort related to this motion to dismiss that
14 remains pending and the similarity and the
15 expertise now with the subject area it
16 actually would not only make sense but would
17 also be cost efficient to have this attorney
18 with this knowledge proceed with the
19 litigation.

20 LEGISLATOR NICOLELLO: Thank
21 you. One other thing that is a little
22 concerning is that the submissions to us
23 appear to be incomplete because we don't see
24 any political disclosure forms with respect to
25 Calcaterra, Pollack. Do you know why that

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2 is?

3 MS. MOLINARES: I'm sorry
4 legislator, you cut off.

5 MS. HORST: Jessica I can handle
6 that. It was a mistake. It was left out of
7 the packet. It was filed with the clerk's
8 office this morning. The political
9 contribution form.

10 LEGISLATOR NICOLELLO: It was,
11 okay. Anyone else have any questions before
12 we go into executive session? Legislator
13 Rhoads.

14 LEGISLATOR RHOADS: Did the Wolf
15 firm indicate that they did not want to handle
16 this particular action?

17 MS. MOLINARES: Which action
18 legislator?

19 LEGISLATOR RHOADS: The action
20 before us right now, the Hall action.

21 MS. MOLINARES: No. They did
22 feel it would be best, again for the reasons
23 stated just a short while ago, that the matter
24 continue with the handling attorney who was
25 leaving their firm.

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2 LEGISLATOR RHOADS: I thought the
3 firm was chosen because of their unique
4 expertise in the area, is that not accurate?

5 MS. MOLINARES: Yes. And that is
6 also why they were chosen for the Berliner
7 matter as well.

8 LEGISLATOR RHOADS: Since they're
9 already working on an issue with respect to
10 the same roll would it not have made sense to
11 keep it with the same firm?

12 MS. MOLINARES: The Hall matter
13 predated the Berliner matter legislator. And
14 again, given the amount of preparation and the
15 amount of time and resources and information
16 related to the motion to dismiss on the Hall
17 matter, which predated the Berliner matter,
18 all parties agreed that it would just make
19 sense, it would be most efficient to have the
20 same attorney handling that matter.

21 MS. KRETZING: If I could add one
22 thing. The Hall matter does not relate to
23 this '20-'21 roll. It relates to the prior
24 what has been referred as to the frozen roll.

25 LEGISLATOR NICOLELLO: Right.

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2 We're focused in on the litigation. Is it
3 accurate that Ms. Calcaterra handled the
4 depositions in the Hall case?

5 MS. KRETZING: There has been no
6 depositions yet. She interviewed all the
7 people with knowledge and then moved to
8 dismiss. So that motion is pending.

9 LEGISLATOR NICOLELLO: That was
10 her motion? She made that motion?

11 MS. KRETZING: Yes. She made the
12 motion to dismiss and we are waiting for a
13 decision.

14 LEGISLATOR NICOLELLO: Any other
15 questions? Legislator DeRiggi-Whitton.

16 LEGISLATOR DERIGGI-WHITTON: Can
17 you just explain section two where it says
18 that the county assessment website and mail
19 disclosures will eliminate the calculation
20 ladder or ladder report? So, what does that
21 mean exactly? They're taking that reference
22 out? How are homeowners supposed to know
23 where the valuation came from?

24 MS. KRETZING: The settlement
25 agreement has an Exhibit-B that's annexed to

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2 it which explains in narrative form how
3 assessments are developed.

4 LEGISLATOR DERIGGI-WHITTON: Is
5 that actually still going to include the
6 ladder report?

7 MS. KRETZING: I think it is
8 gone, correct?

9 MS. MOLINARES: I don't believe
10 so. Instead we are providing more of a plain
11 English explanation of the information.

12 LEGISLATOR DERIGGI-WHITTON: Just
13 to note, I don't have Exhibit-A or B here but
14 I just got this a few minutes ago. So, it's
15 going to explain the ladder report in a clear
16 way but it will still be the ladder report
17 that determines the value of the homes, is
18 that correct?

19 MS. MOLINARES: I don't believe
20 that's a fair and accurate statement
21 legislator.

22 LEGISLATOR DERIGGI-WHITTON: You
23 tell me.

24 MS. MOLINARES: With your
25 permission, I don't want to misspeak with

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2 respect to the scope and the extent of the
3 ladder report. I can review that and have
4 that information for you in executive session.

5 LEGISLATOR RHOADS: My
6 understanding is that the ladder report
7 itself, the use of the ladder report is going
8 to be discontinued entirely. That they will
9 use some alternative method of explaining how
10 they calculated their values, correct?

11 MS. MOLINARES: I'm sorry, can
12 you repeat that?

13 LEGISLATOR RHOADS: My
14 understanding is that the ladder report itself
15 as a condition of this settlement, the use of
16 the ladder report, is going to be discontinued
17 in its entirety. That they will use some
18 alternative method to explain how they reached
19 the calculation of an individual homeowner's
20 values going forward. Do you know the answer
21 to that?

22 MS. MOLINARES: I want to confirm
23 it. I don't want to misspeak legislator
24 because I thought that it was the information
25 in the ladder report would still be used. I

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2 think there might be an understanding. We can
3 have this information if you give us an
4 opportunity to confirm in executive session.

5 LEGISLATOR RHOADS: Not a
6 problem. The last question that I have for
7 you and perhaps this is also something that we
8 have to cover in executive session is that the
9 first cause of action in the complaint against
10 the county is that the violation of federal
11 and procedural due process -- federal due
12 process is violated because the county's
13 reassessment methodology deprived taxpayers a
14 meaningful opportunity to challenge the
15 applicability and constitutionality of the
16 reassessment.

17 In other words, the information
18 that we provided to homeowners was so
19 confusing that we essentially denied them the
20 ability to challenge not just the value but
21 how we got to the value.

22 As a condition of this settlement
23 aren't we effectively taking away homeowners
24 opportunity to be able to challenge the
25 applicability and constitutionality of the

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2 reassessment in that manner? Because by
3 participating in the SCAR process they still
4 have to base their arguments on the same
5 ladder report and the same information that
6 we're acknowledging is confusing and
7 inaccurate.

8 MS. KRETZING: That's really not
9 the state of what a SCAR process does. The
10 homeowner is able to challenge their values
11 based on whatever evidence they want to submit
12 to a SCAR hearing officer. The ladder report
13 was designed to explain something, not
14 substitute for the valuation.

15 LEGISLATOR RHOADS: Completely
16 understand.

17 MS. KRETZING: The due process
18 rights are preserved because they can proceed
19 to challenge through SCAR or Article 7
20 proceeding.

21 MS. MOLINARES: And again,
22 there's not acknowledgment that's it's
23 confusing. As was explained previously, they
24 asked for additional information which we are
25 willing to provide them with.

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2 LEGISLATOR RHOADS: You're
3 acknowledging that you're not using the ladder
4 report.

5 MS. MOLINARES: Actually,
6 respectfully legislator, we just wanted to
7 confirm because I do think that perhaps in the
8 discussion there was some misunderstanding as
9 to the use of the ladder report going forward
10 such as the information contained in that.

11 LEGISLATOR RHOADS: The point is
12 that 400,000 homeowners were told that they
13 could use the ladder report as a basis for
14 understanding how the county reached the value
15 that it reached in determining their
16 assessment. We are now discontinuing the use
17 of the ladder report and we're decertifying
18 them from the case, from the class. Taking
19 away through this vehicle their ability to
20 pursue, to challenge the applicability and
21 constitutionality of the reassessment through
22 this process.

23 Through the SCAR hearings they're
24 going to be stuck with the same arguments and
25 the same understanding of the county's

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2 calculation of its value that they had way
3 back at the start of the process.

4 In other words, through the use of
5 a ladder report that we are now acknowledging
6 didn't explain clearly how it was that the
7 county reached its values.

8 My question is, and it's really not
9 a question for you to answer but it's really a
10 question for the administration to answer, how
11 is that fair? How is that fair to 133,000
12 homeowners that are still going through this
13 process? I apologize for asking the questions
14 in this forum but it appears as though how
15 this case is being handled that this is the
16 only opportunity the county legislature is
17 going to have to voice its concerns over the
18 issues that are being raised in this case.
19 Because I don't know whether it was structured
20 that way intentionally or not but it will
21 never come back to us.

22 So, I would appreciate an answer
23 from the administration with respect to that.
24 I know it's probably not something we can get
25 today and it's certainly not something that

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2 should come from anyone from the county
3 attorney's office but it's something that the
4 administration should answer. How is cutting
5 off the right for 133,000 homeowners to be a
6 part of this class somehow to their benefit?

7 So, somewhat of a rhetorical
8 question but I thank you and I guess we will
9 deal with the rest of this in executive
10 session.

11 LEGISLATOR KOPEL: Legislator
12 Rhoads moves to go into executive session.
13 I'm not sure how we are setting this up here.
14 We got it there. Okay. I'll second that.
15 All those in favor of going into executive
16 session signify by saying aye. Any opposed?
17 We are going into executive session.

18 Committee went into executive
19 session at 4:01 p.m.)

20 (Committee reconvened at 4:43 p.m.)

21 LEGISLATOR NICOLELLO: We are out
22 of executive session. We've had some
23 discussions. We had a brief executive session
24 with the county's attorneys and we are going
25 to table these two contracts for the time

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2 being. Obviously we have a concern that
3 attorneys who do their work get paid for their
4 work. But we also on balance we want to make
5 sure that we have all the information that we
6 need to make sure that our residents are
7 protected and that there are not negative
8 ramifications for our residents. We plan to
9 table this. Will not be indefinite. We will
10 at some point call this to make sure we
11 approve the contract at some point.

12 Anyway, motion to table by
13 Legislator Rhoads. Seconded by Deputy
14 Presiding Officer Kopel. All in favor of
15 tabling signify by saying aye. Those opposed?
16 Carries unanimously.

17 Motion to adjourn? Legislator
18 Bynoe. Seconded by Legislator
19 DeRiggi-Whitton. All in favor of adjourning
20 signify by saying aye. We're adjourned.
21 Thank you.

22 (Committee adjourned at 4:45 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 12th day of
October 2020

FRANK GRAY