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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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Monday, May 10, 2021

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1:25 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

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19 LEGISLATOR SIELA BYNOE

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2 LEGISLATOR NICOLELLO: Call the
3 meeting of the Rules Committee to order and
4 ask Legislator Steve Rhoads to lead us in the
5 pledge.

6 Thank you Steve. Mike, could you
7 please call the roll.

8 MR. PULITZER: Yes sir. Thank
9 you. Rules Committee roll call. Legislator
10 Siela Bynoe.

11 LEGISLATOR BYNOE: Here.

12 MR. PULITZER: Legislator Delia
13 DeRiggi-Whitton.

14 LEGISLATOR DERIGGI-WHITTON:
15 Here.

16 MR. PULITZER: Ranking Member
17 Kevan Abrahams.

18 LEGISLATOR ABRAHAMS: Here.

19 MR. PULITZER: Legislator Laura
20 Schaefer.

21 LEGISLATOR SCHAEFER: Here.

22 MR. PULITZER: Legislator Steven
23 Rhoads.

24 LEGISLATOR RHOADS: Present.

25 MR. PULITZER: Vice Chairman

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2 Howard Kopel.

3 LEGISLATOR KOPEL: Here.

4 MR. PULITZER: Chairman Richard
5 Nicoletello.

6 LEGISLATOR NICOLELLO: Here.

7 MR. PULITZER: We have a quorum
8 sir.

9 LEGISLATOR NICOLELLO: We will
10 handle, as is customary, the contracts portion
11 of the Rules calendar first, and I'm going to
12 call the following contracts. B-17, B-18,
13 B-21, B-22 of 2021. These are resolutions
14 authorizing the county executive to award and
15 execute contracts between the county and
16 Posilico Civil and J. Anthony Enterprises.

17 E-51, E-62, E-63, E-64, E-65, E-66
18 E-67, E-68, E-69, E-72, E-73, E-74, E-75,
19 E-76, E-77, E-78, E-79, E-80, E-81, E-83, U-2
20 2021. Resolutions authorizing the county
21 executive to execute personal services
22 agreements or amendments to personal services
23 agreements between the county and Louis K.
24 McLean Associates, Liro Engineers, Arthur
25 Gallagher Risk Management, Liro Program and

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2 Construction Management, Lockwood, Kessler and
3 Bartlett, Spector Group II, H2M Architects and
4 Engineers and Land Surveyors, Armand
5 Corporation, Gannett Fleming, QED National,
6 Jackson Lewis, N and P Engineering, Cuomo
7 L.L.C., Leadership Training Inc., Devitt
8 Spellman, Elegant Enterprise-Wide Solutions,
9 Affanato Marut L.L.P.

10 Those contracts are moved by
11 Minority Leader Abrahams. Seconded by Deputy
12 Presiding Officer Kopel. Before we start to
13 go into the contracts individually we need a
14 motion to untable the following, E-21, E-60,
15 which are resolutions authorizing the county
16 executive to execute personal services
17 agreements or amendments to personal services
18 agreements between the county and the Safe
19 Center Long Island and Bonadio and Company
20 L.L.P.

21 Moved by Legislator Rhoads.
22 Seconded by Legislator DeRiggi-Whitton. All
23 those contracts are before us. Let's start
24 off with the Public Works contracts.

25 MR. ARNOLD: Good afternoon. Ken

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2 Arnold, Public Works. The first contract,
3 B-17, is a construction contract for the
4 resurfacing phase 67. This is a state-funded
5 project. Eighty percent reimbursement. We
6 had five bids. Posilico was the lowest
7 responsible bidder. The MWBE is at 15
8 percent.

9 LEGISLATOR NICOLELLO: Any
10 questions? B-18.

11 MR. ARNOLD: B-18 is a contract
12 for pavement, traffic safety and pedestrian
13 improvements for Manorhaven Boulevard. There
14 were seven bids received. J. Anthony was the
15 lowest responsible bidder. One bid was not
16 opened as it was not submitted as per required
17 in our bid specifications. J. Anthony's bid
18 was below the engineer's estimate and
19 determined to be acceptable. MWBE is at 11
20 percent.

21 LEGISLATOR NICOLELLO: I just had
22 a question. Many of the aspects of this are
23 streetscaping, installation of benches,
24 lighting, transfer receptacles, bus shelters
25 etcetera, which is obviously something that's

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2 very positive but we usually don't see this in
3 public works contracts.

4 MR. ARNOLD: It's also part of
5 resurfacing. So, it was all-encompassing
6 project. Similar to the Bellmore streetscape
7 project you'll see next month I hope where
8 we're addressing not only the pavements but
9 also other conditions around the road that
10 we're looking to be done.

11 LEGISLATOR NICOLELLO: So once a
12 project involves repaving or resurfacing then
13 it may include these other streetscaping?

14 MR. ARNOLD: It was the other way
15 around. It was brought to our attention there
16 were traffic safety concerns. So we look at
17 pedestrian safety and then we held off
18 resurfacing until we did the whole project.

19 LEGISLATOR NICOLELLO: I'm sure
20 everyone of us think that's a good idea.

21 MR. ARNOLD: It was a separate
22 capital project approved in the capital plan
23 also.

24 LEGISLATOR NICOLELLO: Any
25 questions? Let's go to B-21.

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2 MR. ARNOLD: B-21 is a
3 resurfacing contract for Middle Neck Road. It
4 also has a traffic safety improvement at
5 Barstel intersection where we had a fatality a
6 number of years ago. Five bids were received
7 and Posilico was determined to be the lowest
8 responsible bidder. The bid came in at the
9 engineer's estimate and the MWBE is at 17
10 percent.

11 LEGISLATOR NICOLELLO: Any
12 questions? No. B-22.

13 MR. ARNOLD: B-22 is another
14 construction contract called the Bolden
15 Complete Streets which is a traffic
16 improvement on Grand Avenue from Merrick Road
17 up to Stanton I believe. There were three
18 bids received. J. Anthony was determined to
19 be the lowest responsible bidder. The bids
20 did come in above the engineer's estimate and
21 were found to be acceptable at that higher
22 level after our review. We did work with New
23 York State DOT and was able to receive
24 additional funding that covered the additional
25 cost of the project. The current federal

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2 share is at \$4.7 million. MWBE for this
3 project is nine percent.

4 LEGISLATOR NICOLELLO: Questions?
5 Keep going.

6 MR. ARNOLD: E-61. There's a
7 number of projects I'm going to group together
8 to make it a little easier. On today's
9 calendar we have six contracts for the CM
10 services associated with various GOSA
11 construction contracts that were before this
12 body in the last session. These contracts
13 were all done under a single solicitation.
14 This solicitation resulted in 14 responses.
15 The technical review committee determined that
16 the top technically ranked firms are all
17 capable of completing the work. As such, the
18 technical review committee determined to
19 select the lowest cost proposal for each one
20 of those contracts.

21 So for E-61 the CM services for Bay
22 Park East Rockaway drainage improvements LKM
23 was the highest technically ranked with the
24 lowest cost. MWBE at 30 percent.

25 For E-62 that's the Lido drainage

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2 improvement contract. Liro was again the
3 highest technically ranked firm and lowest
4 cost. The MWBE was zero percent for this
5 work. They're self-performing all the work.
6 It's a much smaller contract.

7 E-63 is the Island Park Transit
8 Development GOSA project. Again, Liro was the
9 highest technically ranked firm at the lowest
10 cost. MWBE at zero percent. Again, they are
11 self-performing. Very small project. All
12 in-house.

13 E-64 is a GOSA drainage project for
14 Lawrence. Liro was the highest technically
15 ranked firm with the lowest cost. In this
16 case MWBE is at 31 percent.

17 E-69 is a drainage project for
18 Cedarhurst. Again, another GOSA project.
19 Liro was the highest technically ranked firm
20 at the lowest cost. MWBE at 29 percent.

21 And finally E-77, I jumped out
22 because I just wanted to group them all
23 together, is a GOSA CM contract for Silver
24 Lake. Nelson and Pope was the highest
25 technically ranked firm with the lowest cost.

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2 MWBE at zero because it's all being
3 self-performed. A small contract. I'd like
4 to note that all six of these contracts are
5 100 percent GOSA funded.

6 LEGISLATOR NICOLELLO: Thank
7 you. Is the GOSA program going to be ending
8 at some point?

9 MR. ARNOLD: Yes. There's only
10 one other contract that will come to this body
11 on GOSA which is the park and beach project
12 where we had a county project that we're
13 supplementing with GOSA funds. That's out to
14 bid currently. But this is the last of those
15 projects.

16 LEGISLATOR NICOLELLO: So there's
17 no danger of us moving ahead with these
18 projects and not getting funded by GOSA? Once
19 we've approved the projects then we're in the
20 program?

21 MR. ARNOLD: Yes. We have worked
22 with them in great detail. The county does
23 have to deliver the project on a timely
24 schedule. But other than that we should be
25 fine with funding.

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2 LEGISLATOR NICOLELLO: Anyone
3 have any questions on these six contracts?
4 No. Go ahead, E-66.

5 MR. ARNOLD: E-66 --

6 LEGISLATOR NICOLELLO: Actually
7 is it 66 and 68 are both related to the family
8 court?

9 MR. ARNOLD: Yes. I believe so.
10 E-66 and 68, as you mentioned, are both
11 amendments for contracts associated with the
12 family mat court. E-66 is with our
13 construction management firm for phase one.
14 E-68 is with our design firm for both phase
15 one and phase two.

16 Both of these amendments are
17 retroactive and are associated with delays
18 associated with both the contractor and COVID
19 and to catch them up on their payments and
20 moving forward to the completion of the
21 project.

22 Just as a note, we did default the
23 contract in February on this project and we
24 issued notice to proceed to phase two in
25 April.

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2 LEGISLATOR NICOLELLO: The family
3 court project commenced years ago, correct?

4 MR. ARNOLD: Correct.

5 LEGISLATOR NICOLELLO: I
6 understand that there were some delays because
7 of the contractor's performance as well as
8 COVID. But the frustration that many of us
9 have is that this has gone on for years and
10 years and years. It's not as big an issue now
11 with remote court appearances and things, but
12 people are going to start going back to
13 courts. And if they have to go back to the
14 facility in Westbury the people are literally
15 just piled on each other. So, there's a great
16 need for this to be done.

17 And my other life, my law office,
18 the building looks out on Nassau Community
19 College and I've seen the police academy go up
20 and near completion and this family court is
21 just moving along at a glacial pace. When are
22 we going to get this thing done?

23 MR. ARNOLD: What happened is, as
24 we were ending -- before COVID we were
25 transitioning from phase one to phase two. We

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2 had put the bid out. We were all set to go.
3 We had some hiccups with getting the contract
4 through the IG's office which delayed it.
5 Which we resolved that. And then we were
6 ready to issue notice to proceed and COVID
7 hit. It was determined at that point we were
8 going to delay the notice to proceed because
9 of cash flow in the county until we understood
10 both balancing cash flow for a couple of very
11 large capital projects, which was the college
12 cluster C, the police academy and then also
13 Bayville Bridge and the family court. At that
14 time we determined to hold off issuing notice
15 to proceed until April.

16 When we did bid the job we
17 understood that there was a short time frame.
18 So this job is an 18 month contract. Which we
19 reduced it from 24 months to try to get the
20 job done sooner. We did not anticipate any
21 delays on waiting until April because we had
22 to finish phase one and we were working with
23 the phase one contractor to get to that
24 point. The phase one contractor became
25 unresponsive not only due to COVID but because

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2 of other reasons which I don't want to get
3 into because we may end up in litigation down
4 the line.

5 So, the department, working with
6 the county attorney, determined to issue a
7 default letter to the contractor. That
8 default letter we are looking to pick up all
9 the additional work through the phase two
10 contract as a change order. We withheld
11 enough retainage to cover this work in the
12 phase two contract and the department, working
13 with the county attorney and the comptroller,
14 had conversations that will let us proceed on
15 that path.

16 We are now working -- in April we
17 started phase two. 18 month contract. We
18 will continue to push that along.

19 The difference between family court
20 and the police academy is the police academy
21 was a new construction which eliminated a lot
22 of the headaches. If I had to do it over
23 again I would just knock down 101 County Seat
24 Drive and build it from scratch. It would
25 have been much easier but I did not have that

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2 choice. I was not commissioner at the time.

3 Moving forward we hope to keep the
4 project on schedule. This will have hurdles
5 as we go through the project because it is an
6 existing building. And the Family Justice
7 Center part of the project will go out to bid
8 this month and will be reconciled to finish at
9 the same time as the family court contract.

10 LEGISLATOR NICOLELLO: The phase
11 two is estimated 18 months is that what you
12 said?

13 MR. ARNOLD: It's an 18-month
14 contract, yes.

15 LEGISLATOR NICOLELLO: Assuming
16 that phase two takes 18 months, where will we
17 be 18 months from now? Will it be completed?
18 Will we be on to phase three or something
19 else?

20 MR. ARNOLD: No. We are lining
21 up both phase two and the Family Justice
22 Center to finish at the same time. So in 18
23 months we should be in the process of moving
24 people in and starting to occupy the building.

25 LEGISLATOR NICOLELLO: So you're

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2 talking about the end of 2022?

3 MR. ARNOLD: April of 2022, six
4 months, yes. That's a good time frame.

5 LEGISLATOR NICOLELLO: Just ask
6 you that you focus all efforts of your
7 department on making sure that this goes as
8 quickly as possible. Again, once courts
9 reopen it's grossly unfair to the litigants,
10 to the families that have to go to family
11 court in Westbury. It wasn't made for the
12 volume that we see now.

13 MR. ARNOLD: Understood.

14 LEGISLATOR NICOLELLO: Anyone
15 else have anything? Legislator Schaefer.

16 LEGISLATOR SCHAEFER: Hi
17 commissioner. Just to clarify, phase two is
18 going to start now or are we waiting for
19 something?

20 MR. ARNOLD: We issued notice to
21 proceed April 5th I think it was. So the
22 contractor started work. He's doing all his
23 submittals. He's starting to do construction
24 activities and we have 18 month schedule to
25 finish the project.

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2 LEGISLATOR SCHAEFER: Thank you.

3 LEGISLATOR NICOLELLO: Any other
4 questions? Let's go on to E-67.

5 MR. ARNOLD: E-67 is a
6 retroactive amendment associated with
7 construction management services for traffic
8 safety expansion phase six. This amendment
9 expands the contract until January of '21,
10 which is one additional year, and increased
11 the cap by \$425,000. This contract is now
12 completed. We did all the work. The CM
13 company is helping us with the close-outs with
14 New York State DOT.

15 Delays associated with this were
16 both they had issues with their
17 subcontracting. We had a delay with the start
18 of the job because of DOT and there were some
19 COVID issues as we were proceeding with the
20 closing of the project.

21 LEGISLATOR NICOLELLO: What's the
22 reason why we're getting an amendment that
23 expired in January?

24 MR. ARNOLD: I asked my team a
25 bunch of questions. They were late in getting

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2 back to me. I did not want to process until I
3 understood the total impact of why we were
4 doing this. That's part of it. We also had
5 trouble getting some of the paperwork out of
6 the contractor because of COVID. He was not
7 in his office full time. I do apologize. I
8 wanted to make sure I understood this before I
9 sent it to the body and I delayed it.

10 LEGISLATOR NICOLELLO: Any
11 questions? Go to E-72, right?

12 MR. ARNOLD: Yes. E-72 is a
13 contract amendment for the department's
14 program management services contract for all
15 our GOSA work. Armand was brought on to
16 assist the department to make sure we got our
17 reimbursements and we follow all the GOSA
18 rules as we followed through with the seven
19 projects I mentioned earlier. There are no
20 additional funds needed. Just a term
21 extension to coincide with completion of the
22 construction work. All this work was 100
23 percent funded through GOSA. We are extending
24 this contract through September of 2022.

25 LEGISLATOR NICOLELLO: Any

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2 questions?

3 MR. ARNOLD: This is a minority
4 business firm also.

5 LEGISLATOR NICOLELLO: I did
6 notice with respect to the GOSA contracts
7 especially I noticed that the MWBE numbers
8 seem to be going up.

9 MR. ARNOLD: We have a
10 requirement, that's why I point out the ones
11 that were zero because the jobs are so small.
12 We will to make up that requirement in the
13 construction work as we go through the
14 process.

15 LEGISLATOR NICOLELLO: All
16 right. Any questions on this one? Why don't
17 we do to the next two together E-73 and E-74.

18 MR. ARNOLD: These two items are
19 two of the five on-call contracts for
20 environmental design services. These services
21 include smaller package projects for the waste
22 water facilities and storm water permit
23 implementation projects and also other
24 environmental needs. The MWBE for both of
25 these will be based on the task orders

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2 assigned. E-73 is with Gannett Fleming and
3 E-74 is with H2M Engineering.

4 LEGISLATOR NICOLELLO: Any
5 questions?

6 MR. ARNOLD: I think my last one
7 is E-83. E-83 is a construction management
8 services contract for the Grand Avenue Baldwin
9 Complete Streets project. We had ten firms
10 submitted proposals of which two were
11 determined to be technically superior. The
12 highest technically ranked firm, also having
13 the lowest cost, was selected which is LKB or
14 Lockwood Kessler Bartlett. Their MWBE is at
15 22 percent.

16 LEGISLATOR NICOLELLO: Any
17 questions? Legislator Bynoe.

18 LEGISLATOR BYNOE: Thank you
19 Presiding Officer. Good afternoon Ken. Just
20 a quick question. The numbers, and I was
21 writing down some of these numbers with the
22 MWBE and they were good. They were nine and
23 ten percent. This one is at 22 percent. You
24 mentioned that there's a requirement.

25 So, the same energy that we put

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2 towards making sure that we get these higher
3 numbers when there's a requirement, why can't
4 we put that same energy towards the regular
5 contracts that don't have a requirement but
6 only have a best effort by way of the county?

7 MR. ARNOLD: That's the whole
8 reasoning behind the diversity study is
9 currently I can't force a contractor to pay
10 more to bring in a minority firm if it would
11 cause them to lose the bid. So, if it's not a
12 requirement they're going to do their best
13 efforts but they also have a shared concern
14 about being the lowest responsible bidder.
15 That's why --

16 LEGISLATOR BYNOE: You're talking
17 about the disparity study?

18 MR. ARNOLD: Yes. The disparity
19 study will have a retrigger, repivot that and
20 may give the county requirements or something
21 else in the future that will change how we do
22 this. Right now I can't force a firm to lose
23 a bid by hiring a minority.

24 LEGISLATOR BYNOE: You answered
25 the question for me by saying, backwards, by

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2 saying that there's a -- based on the
3 requirement that you actually might be
4 spending more on those contracts because we
5 are actually ensuring that we meet our
6 requirements by requiring the vendor to find a
7 minority subcontractor?

8 MR. ARNOLD: Yes.

9 LEGISLATOR BYNOE: That's the
10 answer. Thank you. I appreciate it.

11 LEGISLATOR NICOLELLO: Any other
12 questions? Thank you Ken.

13 Next contract is E-65 with the
14 Office of Management and Budget.

15 MR. NOLAN: Chris Nolan, Office
16 of Management and Budget. E-65 is a contract
17 with Arthur J. Gallagher Risk Management
18 Services to act as the county's insurance
19 broker. The term of the contract is five
20 years.

21 As the county's broker of record
22 Gallagher will review policies up for renewal,
23 present options and recommendations for
24 coverage and engage negotiations with carriers
25 and bond coverage.

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2 For the placement of the insurance,
3 Gallagher will receive a nine percent
4 commission to be paid by the carrier.
5 Additionally, under the contract we have the
6 opportunity to spend an additional \$10,000
7 annually for consulting services unrelated to
8 the placement of insurance.

9 The county is in need of their
10 expertise and consulting services related to
11 federal grant awards received for federally
12 declared disasters. These federal awards have
13 clauses that require recipients of the funds
14 to obtain and maintain insurance for damaged
15 facilities and assets that were repaired or
16 replaced with the federal award dollars.

17 Gallagher will assist the county by
18 reviewing the awards under this scope. They
19 will assist us by reviewing the awards, scope
20 of damages, gathering additional information
21 and data on the properties and formulate an
22 affordable insurance program that will satisfy
23 federal guidelines.

24 Gallagher was selected pursuant to
25 an RFP issued by the county. They were one of

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2 two firms that responded to the RFP. A
3 selection committee compromised of staff from
4 the Office of Management and Budget and the
5 county attorney reviewed the proposals,
6 solicited best and final offers and ultimately
7 recommended award to Arthur Gallagher.

8 LEGISLATOR NICOLELLO: Thank you
9 for that presentation. Anyone have any
10 questions on this? No. I think we're good.
11 Thank you.

12 Next two are with Information
13 Technology. E-75 QED National, E-81 Elegant
14 Enterprise. Let's do QED first.

15 MS. STANTON: Good afternoon.
16 Nancy Stanton. E-75 QED National. This new
17 contract is for supplemental staffing
18 services. Contract term is three years with
19 two one-year renewals for a total of five
20 years. We are encumbering \$25,000 at this
21 time. This vendor is woman-owned.

22 LEGISLATOR NICOLELLO: Nay
23 particular area that this is assigned to or is
24 this generalized stuff?

25 MS. STANTON: General. If we

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2 have a project that we need some help with.

3 LEGISLATOR NICOLELLO: Any

4 questions on E-75? Legislator Schaefer.

5 LEGISLATOR SCHAEFER: Hi

6 commissioner. How are you? Just curious. I

7 know we've talked in the past about the IT

8 department shifting their work from outside

9 vendors to in-house. Is this not work that we

10 can do? I know you said it was kind of

11 general.

12 MS. STANTON: This is just to

13 have a vendor on standby in the event we need

14 help with something that we can't do in-house.

15 LEGISLATOR SCHAEFER: Any

16 particular area?

17 MS. STANTON: No. Across the

18 board. Help us with a lot of things.

19 LEGISLATOR SCHAEFER: In your

20 experience how often do we generally need to

21 use on-call contractors?

22 MS. STANTON: Primarily we've

23 been using them for People Soft, which I'm

24 trying to get away from. Rare do we use these

25 contractors but there are times that we do.

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2 We're using them in GIS right now, one
3 person. We have someone in assessment and we
4 have someone in the web group working on
5 different projects.

6 LEGISLATOR SCHAEFER: Okay.
7 Thank you.

8 LEGISLATOR NICOLELLO: Any other
9 questions? Go on to the next one, E-81.

10 MS. STANTON: E-81-21, Elegant
11 Enterprise-Wide Solutions, Inc. This new
12 contract is for recruitment services to assist
13 the county in attracting and hiring
14 candidates. Contract term is three years with
15 two one-year renewals for a term of five
16 years. Ceiling is \$40,000. This vendor is
17 minority owned.

18 LEGISLATOR NICOLELLO: Do they
19 provide any supplemental staffing, Elegant
20 Enterprise Solutions?

21 MS. STANTON: No. We do not have
22 anyone from this vendor at this time. This is
23 a new vendor for us.

24 LEGISLATOR NICOLELLO: I know we
25 had approved one of these contracts at the

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2 last Rules Committee. Why would you need to
3 have additional?

4 MS. STANTON: It's nice to have a
5 variety to send statements of work to to get
6 other candidates. It opens the arena up for
7 us.

8 LEGISLATOR NICOLELLO: Any
9 questions? Legislator Schaefer and Legislator
10 DeRiggi-Whitton.

11 LEGISLATOR SCHAEFER:
12 Commissioner Stanton, it also works in such a
13 way as we are only paying if you get a
14 candidate that you accept?

15 MS. STANTON: That's correct.

16 LEGISLATOR SCHAEFER: Just
17 confirming.

18 LEGISLATOR NICOLELLO: Legislator
19 DeRiggi-Whitton.

20 LEGISLATOR DERIGGI-WHITTON: I
21 may be missing it but what exactly is the term
22 for the \$40,000? Like how long?

23 MS. STANTON: Contract is a three
24 year term with two one-year renewals.

25 LEGISLATOR DERIGGI-WHITTON: And

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2 the total of that is \$40,000?

3 MS. STANTON: The ceiling is
4 \$40,000.

5 LEGISLATOR DERIGGI-WHITTON: Even
6 with the two renewals your limit is \$40,000?

7 MS. STANTON: Yes.

8 LEGISLATOR NICOLELLO: Any other
9 questions? Thank you. Next four contracts
10 are with the county attorney's office.

11 MS. MOLINARES: Good afternoon.
12 Chief Deputy County Attorney Jessica
13 Molinares.

14 LEGISLATOR NICOLELLO: E-76
15 Jackson Lewis.

16 MS. MOLINARES: E-76 is a special
17 counsel contract with the firm of Jackson
18 Lewis. This contains three matters, two of
19 which are now settled. You will see that the
20 contract is retroactive. That relates to an
21 outstanding invoice on one of the settled
22 matters and in order to effectuate that
23 payment we'd have to backdate to the end of
24 the contract.

25 LEGISLATOR NICOLELLO: I missed

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2 some. Can you explain that again?

3 MS. MOLINARES: This particular
4 contract is for special counsel services on
5 three matters. It's a case specific
6 contract. So we went from a prior qualified
7 areas contract which was for general services
8 to a case specific. Of these three cases two
9 of them are now settled, so they're closed.
10 However, we had to make this particular
11 contract retroactive in order to close out one
12 remaining invoice on one of those settled
13 matters.

14 LEGISLATOR NICOLELLO: All
15 right. Any questions? That's why it appears
16 in the backup that the retroactive date is
17 nearly two years ago?

18 MS. MOLINARES: Correct. There
19 was an advisement in order to pay out under
20 the prior contract. To pay all outstanding
21 invoices. However, that advisement did not
22 cover the full amount and because of that
23 outstanding invoice in order to have a
24 mechanism to pay we do have to backdate the
25 contract.

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2 LEGISLATOR NICOLELLO: Do E-78.

3 MS. MOLINARES: E-78-21 is for
4 special counsel services with the law firm of
5 Cuomo L.L.C. This is for a false arrest,
6 false imprisonment, malicious prosecution
7 matter that's currently ongoing. It's
8 relatively new in litigation. That is for
9 services that began January 2, 2021.

10 LEGISLATOR NICOLELLO: Our
11 counsel indicates that the complaint was filed
12 in September of 2020. The county's answer was
13 due October 2020. So they didn't do any work
14 until January; is that correct?

15 MS. MOLINARES: We were able to
16 obtain some adjournments. There was some
17 minimal work that was done by counsel prior to
18 January 2nd. However, they understand that
19 the contract is dated from January 2nd on.

20 LEGISLATOR NICOLELLO: Why would
21 it come to us in May? How come it took five
22 months? Four months.

23 MS. MOLINARES: The contract was
24 signed February 17th. It was notarized
25 February 22nd by counsel. The contract, after

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2 that signing of the contract there was some --
3 obviously the firm then needs to proceed with
4 the vendor portal and the disclosures. So
5 that was all finalized and this contract was
6 routed April 8th.

7 LEGISLATOR NICOLELLO: It does
8 seem like a long time to get the paperwork to
9 us. It seems like an ongoing issue with the
10 county attorney's office.

11 MS. MOLINARES: That's something,
12 Presiding Officer, that we are working with
13 and striving to improve as we can with each
14 contract. We're making every effort in that
15 regard.

16 LEGISLATOR NICOLELLO: All
17 right. Any questions on this contract?
18 Legislator DeRiggi-Whitton.

19 LEGISLATOR DERIGGI-WHITTON: It's
20 more of a statement than anything. Just like
21 the term of retroactive contracts it doesn't
22 really exist. It's just something that
23 happens a lot that we hear but there really is
24 no like retroactive wording. It's not a
25 legitimate type of contract.

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2 I understand the legal process that
3 you have a lot of different -- it's always
4 moving. But I just don't want people to feel
5 that it's acceptable basically to have
6 retroactive. It's really not. It's just a
7 late contract that really shouldn't be
8 happening without the legislative approval.

9 Again, I'm just making a statement
10 because it's not just you, it's many
11 departments. Basically it's bypassing the
12 legislature to do work and then coming to us
13 and calling it retroactive which doesn't truly
14 exist. I feel as legislator I just wanted to
15 make that clear.

16 MS. MOLINARES: If I may just
17 take a moment to assure you legislator. Each
18 special counsel is reminded verbally and in
19 writing that until up and until legislative
20 approval is given for this contract there is
21 no mechanism for their payment and essentially
22 they are operating at their own risk because
23 this is all dependent on legislative approval.

24 LEGISLATOR DERIGGI-WHITTON: I
25 guess just to reinforce it, I just want to say

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2 I believe all 19 of us believe it's not always
3 going to be automatic. Sometimes it won't
4 happen. So there is a real risk. It's not
5 the way I'd like to see it happen. I
6 appreciate it. I just wanted to, again, it's
7 not just directed at your department. It's
8 just, you know, the entire process. Thank
9 you.

10 MS. MOLINARES: Understood.

11 Thank you legislator.

12 LEGISLATOR NICOLELLO: Legislator
13 Rhoads.

14 LEGISLATOR RHOADS: And the other
15 concern is that even though these outside
16 counsels are being cautioned that there's the
17 chance that the legislature might reject their
18 contracts and they may ultimately wind up not
19 getting paid, when we're considering these
20 contracts it puts us in a difficult position
21 because we understand that there are firms out
22 there that have been putting their time in,
23 that have been devoting their resources to
24 representing the county and we feel as though
25 there's an obligation in many instances on our

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2 part to approve these contracts because the
3 work has already been done simply out of
4 fairness.

5 That's really not the position that
6 we're supposed to be in because it denies us
7 the opportunity to independently evaluate
8 these contracts before the work is done and
9 make a decision as to whether it's something
10 we even want to proceed with. That's really
11 the ultimate concern is that if we made the
12 decision today that hey, why can't we handle
13 this in-house, we don't want to use outside
14 counsel, that choice has already been made for
15 us. Even though technically it hasn't been
16 because everybody's been warned, the reality
17 is we almost have no choice other than to put
18 a firm that in good faith has done the work in
19 the difficult position of not being able to
20 get paid for that work.

21 LEGISLATOR NICOLELLO: Any other
22 questions or statements? Why don't we move on
23 E-80 Devitt Spellman.

24 MS. MOLINARES: Devitt Spellman,
25 E-80 particularly, is a contract for special

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2 counsel services related to the enforcement of
3 open housing provisions. This contract will
4 become effective -- the effective date will be
5 the date that the legislature approves this
6 contract. So no work has been done just yet.
7 There has been no billing on this. This is
8 essentially to assist with, to advise, to
9 enforce to prosecute violations of open
10 housing provisions.

11 LEGISLATOR NICOLELLO: Any
12 questions? Last one is U-2 Affanato.

13 MS. MOLINARES: U-2-21 is for
14 special counsel services with the firm of
15 Affanato. This relates to a worker's
16 compensation claim that's venued in New
17 Jersey. This also has a retroactive date to
18 November 1, 2021.

19 This particular claim was somewhat
20 distinct because the current third party
21 administrator for worker's compensation claims
22 does not handle claims in New Jersey. So we
23 did have to proceed with a special bid for a
24 counsel that could handle the claim in New
25 Jersey. Unfortunately, the first firm that

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2 was selected from the selection process after
3 engaging in the contract process and the
4 vendor portal process the firm actually
5 withdrew its candidacy and we then had to go
6 back and select a second bidder.

7 LEGISLATOR NICOLELLO: Question.
8 Why is the county involved with a case
9 involving New Jersey compensation law?

10 MS. MOLINARES: It seems that
11 that's where that claimant received their
12 services.

13 LEGISLATOR NICOLELLO: Any
14 questions on this? Thank you.

15 MS. MOLINARES: Thank you.

16 LEGISLATOR NICOLELLO: Probation
17 Department E-79.

18 MR. SCHIRILLO: Good afternoon.
19 Joe Schirillo, fiscal officer Nassau County
20 Department of Probation. This is a one-year
21 contract running from January 1, 2021 through
22 December 31, 2021 to provide educational
23 services at the juvenile detention center.

24 LEGISLATOR NICOLELLO: Any
25 questions? Hearing none, I think we're good.

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2 Thank you.

3 We have the two contracts that we
4 had untabled. One is E-21 of '21 with the
5 Safe Center. These two contracts had been
6 tabled to allow the IG time to complete her
7 review and she has done so.

8 MR. MCMANUS: Bob McManus,
9 district attorney's office.

10 E-21 is a one-year extension of a
11 contract with the Safe Center of Long Island
12 for a 24 hour hotline for victims of domestic
13 violence. If the caller calls the hotline in
14 an emergency situation immediate assistance is
15 provided. In nonemergency situations the
16 callers are referred to services that can
17 provide assistance where it is needed.

18 This item was tabled due to issues
19 with the vendor's completion of the necessary
20 disclosure forms.

21 LEGISLATOR NICOLELLO: Any
22 questions on this one? We're good. Thank you
23 Bob.

24 E-60, Department of Human
25 Services.

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2 MR. HALL: Brian Hall from Human
3 Services. This is a contract with Bonadio,
4 which is an independent accounting firm that
5 we RFP'd for -- we needed an outside auditor
6 to go over our consolidated fiscal reports
7 we're sending up to mental health and we've
8 not been able to do it for the last few years
9 but we finally got him set up. And what
10 they'll do is review it and sign off on it.
11 And this is required and basically could
12 affect our funding going forward if we didn't
13 have it done. But we're all lined up now and
14 ready to go as soon as possible.

15 LEGISLATOR NICOLELLO: Any
16 questions on this one? Thank you.

17 MR. HALL: Thank you.

18 LEGISLATOR NICOLELLO: That was
19 the last of the contracts before us so --

20 LEGISLATOR DERIGGI-WHITTON: Can
21 I ask one question back on E-79 I think it was
22 with the probation department? We didn't vote
23 on it yet. I just had a question about the
24 procedure over the last year because have you
25 been teaching them in person or has it been

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2 remote?

3 MR. SCHIRILLO: Remote.

4 LEGISLATOR DERIGGI-WHITTON: All
5 remote. You're able to do that with laptops
6 and everything for each?

7 MR. SCHIRILLO: Yeah. Both
8 desktops as well as iPads that Leadership
9 Training provides into the training center.

10 LEGISLATOR DERIGGI-WHITTON:
11 They're prepared to continue that should that
12 be necessary with this contract?

13 MR. SCHIRILLO: If necessary yes.

14 LEGISLATOR DERIGGI-WHITTON:
15 Thank you.

16 LEGISLATOR NICOLELLO: We are
17 going to now call for a vote for all the
18 contracts that we have called today that are
19 on the table right now. Any further debate or
20 discussion? Any public comment? Hearing
21 none, all in favor signify by saying aye.
22 Those opposed? Carries unanimously.

23 We will put the Rules Committee in
24 recess. And what's next? Public Safety.

25 (Committee was recessed at 2:05

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2 p.m).

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

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2 LEGISLATOR NICOLELLO: Calling
3 the Rules Committee out of recess. I'm going
4 to be calling the items on the consent
5 calendar. Items that have gone through
6 committees earlier and it's agreed by the
7 Majority and Minority that no further debate
8 or discussion is needed on these items at this
9 time. Actually, before I do that, I need a
10 motion to suspend the rules. Moved by
11 Legislator Rhoads. Seconded by Legislator
12 Schaefer. All in favor of suspending the
13 rules signify by saying aye. Those opposed?
14 The rules are suspended.

15 Item 148 of 2021. 150, 151, 152,
16 153, 154, 155, 156, 157. Now to the
17 addendum. 160, 161, 163, 164, 165, 166, 167.
18 Addendum two. 162, 174. That's it. We're
19 going to add to that list 172 2021.

20 Moved by Deputy Presiding Officer
21 Kopel. Seconded by Minority Leader Abrahams.
22 Any debate or discussion on those items. Any
23 public comments? Hearing none, all in favor
24 signify by saying aye. Those opposed? Carry
25 unanimously.

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2 Go down to item 158 of 2021. A
3 resolution to accept a gift from the Nassau
4 County Police Department Foundation to the
5 Nassau County Police Department. That item is
6 moved by Legislator Bynoe. Seconded by
7 Legislator DeRiggi-Whitton. The item is
8 before us. Inspector Field.

9 MR. FIELD: William Field, deputy
10 inspector with the police department. I just
11 want to take a quick second to introduce with
12 me hear today deputy inspector Tom Murphy.
13 He's new to PAB and will be helping me out in
14 the future with some presenting.

15 Item 158-21 is to accept a donation
16 from the Nassau County Police Foundation to
17 the police department in the amount of
18 \$694.48. The Foundation is donating some
19 detergent and ear plugs for use at the
20 department's firearms training unit.

21 LEGISLATOR NICOLELLO: Any
22 discussion or questions? I think we're good.
23 Thank you. All in favor signify by saying
24 aye. Those opposed? Carries unanimously.

25 Now we go to the first addendum,

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2 item 159 of 2021 is a local law further
3 postponing the date of the 2021 sale of tax
4 liens pursuant to Article 2 of title B of
5 Chapter 5 of the Nassau County Administrative
6 Code.

7 Moved by Legislator
8 DeRiggi-Whitton. Seconded by Legislator
9 Bynoe. Hey Beaumont.

10 MR. JEFFERSON: Good afternoon
11 legislators. This item, this local law
12 further postpones the tax lien sale from a
13 date after May 1st to a date after August 31st
14 of 2021. The tax lien sale is usually held
15 the third week of February. As you may
16 recall, I was here a couple of months ago to
17 request that the date be postponed based on
18 Chapter 104, based on the New York State COVID
19 eviction and prevention -- eviction and
20 foreclosure prevention act. The date for tax
21 lien sales were moved to the date after May
22 1st and recently they extended that time
23 period to August 31st. So, this local law
24 will permit us to have a lien sale some date
25 after August 31st.

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2 LEGISLATOR NICOLELLO: Thank
3 you. Any questions? I think we're good. All
4 in favor of that item signify by saying aye.
5 Those opposed? Carries unanimously.

6 Going to 170 of 2021. A resolution
7 authorizing the county executive to execute an
8 agreement with the Bayville Fire Company for
9 the procurement of an ambulance.

10 Moved by Legislator
11 DeRiggi-Whitton. Seconded by Legislator
12 Rhoads. Any debate or discussion? All in
13 favor signify by saying aye. Those opposed?
14 Carries unanimously.

15 171 is a resolution authorizing the
16 county executive to execute an intermunicipal
17 agreement with the Bethpage Fire District in
18 relation to purchasing a digital sign and
19 automated CPR equipment.

20 Moved by Legislator Schaefer.
21 Seconded by Legislator Bynoe. Any debate or
22 discussion on this item? Hearing none, all in
23 favor signify by saying aye. Those opposed?
24 Carries unanimously.

25 Addendum two. 168 of 2021, a

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2 resolution requesting the legislature of the
3 state of New York to enact and the governor to
4 approve an act in relation to authorizing the
5 county of Nassau to transfer ownership of
6 certain parkland to the Village of Freeport.

7 Moved by Legislator Rhoads.

8 Seconded by Minority Leader Abrahams.

9 MR. MCDERMOTT: Good afternoon
10 presiding officer and legislators. Dennis
11 McDermott, deputy county attorney. This is a
12 request for the Nassau County Legislature to
13 approve a home rule message in support of
14 state senate bill S-1372 and assembly bill
15 A-7292 authorizing the transfer of Cow Meadow
16 to the Village of Freeport. This transfer
17 would become pursuant to an intermunicipal
18 agreement that would of course be approved by
19 the full legislature.

20 I think in this instance the
21 village intends on do several expensive
22 capital improvements including installing
23 several ball fields at the park,
24 rehabilitating the arenas to create new and
25 exciting recreational opportunities for both

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2 the county and the village residents.

3 According to the proposed bill,
4 county residents would basically have the same
5 use of Cow Meadow as the village residents.
6 If the village residents are charged X amount
7 the rest of the county would only be charged
8 the same thing.

9 LEGISLATOR NICOLELLO: Thank
10 you. Any debate or discussion on the item?
11 Legislator Rhoads.

12 LEGISLATOR RHOADS: Cow Meadow
13 Park, unfortunately, is a symbol of neglect in
14 the sense that that park has needed upgrades
15 for an extensive period of time. The fields
16 are in terrible condition. The lighting is in
17 terrible condition. The marina is an absolute
18 disaster to the point where it's fenced off as
19 unusable.

20 Unfortunately, there have been
21 instances where it has been used as a dumping
22 ground, unfortunately, for victims of crime.
23 And it is something that the Village of
24 Freeport has expressed an interest for a
25 number of years. In fact, a previous proposal

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2 was brought up two years ago to transfer the
3 property to the village so that they can make
4 capital investments. That, unfortunately, did
5 not pass the legislature two years ago. I'm
6 hopeful that it will pass this year.

7 As a safe guard, however, we are
8 sending a letter to the county executive
9 asking for capital improvements to be included
10 as part of the county's capital plan in case
11 this proposal does not go through. So that
12 the residents surrounding Cow Meadow Park are
13 no longer subjected to the unsafe and
14 dilapidated conditions that they've had to
15 deal with over the course of the last several
16 years.

17 So, I would urge my colleagues to
18 approve the transfer. It protects and
19 preserves county residents' ability to be able
20 to use that park with the upgraded facilities
21 that are being paid for at the expense of the
22 Incorporated Village of Freeport. I think it
23 is the best for the residents of the village
24 and best for the residents of Nassau County
25 for the transfer to go through.

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2 I would also add that one of the
3 issues that we have at that particular park is
4 the fact that the Incorporated Village of
5 Freeport has its own police force obviously.
6 However, jurisdiction over that particular
7 park falls to the Nassau County Police
8 Department. So, every time we want to send a
9 car down there to check and make sure that the
10 gates are secured, that the park itself is
11 secured, we wind up taking somebody off the
12 post into the Incorporated Village of Freeport
13 where we they don't usually patrol. So, that
14 also drains the resources of the police
15 department. And this transfer would also put
16 that park under the jurisdiction of the
17 Freeport Police Department where it can be
18 better and more efficiently protected.

19 LEGISLATOR NICOLELLO: Thank
20 you. Any other discussion or comment?
21 Hearing none, all in favor of this item
22 signify by saying aye. Those opposed?
23 Carries unanimously.

24 173 of 2021 is a resolution
25 authorizing and directing the Nassau County

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2 Department of Information Technology to
3 provide legislative staff read only access to
4 the county's electronic contract routing
5 system.

6 Moved by Deputy Presiding Officer
7 Kopel. Seconded by Legislator
8 DeRiggi-Whitton.

9 Let me just explain what this is
10 about. We have community revitalization
11 grants that take an extraordinary amount of
12 time and have to go through a number of
13 different steps in different departments
14 sometimes multiple times. The legislators are
15 unable to track where these grants are in this
16 process. So, what this would do is allow us
17 to look at the electronic contract routing
18 system to identify a particular grant which
19 may be sitting in an office for an undue
20 length of time and give a push on our behalf.
21 This is for read only. We would not be able
22 to alter in any means or possibility with
23 respect to the system. Katy.

24 MS. HORST: Good afternoon. Katy
25 Horst from the administration. I've just been

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2 asked to make a request that these next few
3 items be tabled as they were just filed today
4 and the administration hasn't had a chance to
5 give them a full review.

6 LEGISLATOR NICOLELLO: I think
7 we're going to go ahead with them. We have
8 two weeks before the full legislature and we
9 obviously will be looking forward to your
10 comments at that point and if there are
11 changes that need to be made we can reach
12 agreements on those at that time.

13 MS. HORST: Thank you.

14 LEGISLATOR NICOLELLO: Legislator
15 DeRiggi-Whitton.

16 LEGISLATOR DERIGGI-WHITTON: I
17 really support anything we can do to help the
18 process of the CRPs. Just within the next two
19 weeks if your counsel and our counsel can
20 meet. There's just a few technical things I'd
21 like to add to this including as far as what
22 department their stuff is at. Sometimes it's
23 the comptroller's office. Sometimes it could
24 be budget office. So I think the more
25 specific we are the better.

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2 LEGISLATOR NICOLELLO: We will
3 definitely do that. Any further debate or
4 discussion? Hearing none, all in favor
5 signify by saying aye. Those opposed?
6 Carries unanimously.

7 The next item is 175 of 2021, a
8 local law to propose certain requirements on
9 the Department of Assessment with respect to
10 evidence presented at Small Claims Assessment
11 Review hearings.

12 Moved by Legislator Rhoads.
13 Seconded by Legislator Schaefer. Legislator
14 Rhoads, did you want to say a few words?

15 LEGISLATOR RHOADS: Happy to do
16 that Mr. Chairman. Thank you very much.

17 Obviously we're all familiar with
18 the challenge process. Residents are aware of
19 the fact that they have the ability to file a
20 grievance of their property tax assessment.
21 If their grievance is not accepted the process
22 goes to -- well, once they file their
23 grievance the process goes to ARC. ARC will
24 make an offer. If they do not agree with that
25 offer they have the opportunity to go to SCAR

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2 which is Small Claims Assessment Review.

3 What we have found is that,
4 particularly pro se filers, are usually
5 mistakenly under the impression that the
6 comparables that are used by ARC will be the
7 same comparables that are used at SCAR. And
8 they are shocked to find out that when they go
9 to present their case at SCAR hearings that
10 the Department of Assessment is using
11 different values and different evidence at
12 SCAR while ARC was reviewing the accuracy of
13 the proposed assessment during the grievance
14 process.

15 Essentially, pro se filers are
16 being sandbagged. That the values that are
17 being used to determine the initial assessment
18 and the values that are being used by ARC in
19 making its decision turn out to be different
20 from the values that are being presented by
21 the Department of Assessment at the SCAR
22 hearing and residents are only finding out
23 about that at the SCAR hearing.

24 What we're looking to do in this
25 legislation is to provide some fairness and

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2 balance that would allow homeowners, many of
3 whom have never participated in an adversarial
4 legal process in their lives to have access to
5 the comparables that will be used at the
6 hearing in advance of the hearing so they can
7 prepare their case.

8 The county has access to several
9 sources of information that the individual
10 property owner doesn't have. It's only fair
11 to even the playing field to give the
12 homeowner the comparables that are going to be
13 used by the professional real estate attorneys
14 that they will be facing at the SCAR hearing.

15 We heard from residents that they
16 went to SCAR hearings prepared to address one
17 set of comparables that were discussed at ARC
18 only to find a new set of comparables at SCAR
19 and they don't have the time at the hearing or
20 even Internet access where they can try to
21 look it up on their phones or laptops to see
22 and evaluate those comparables and finding out
23 after the fact that after they get home that
24 there may have been issues with the
25 comparables that were being used to defend

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2 those values. That they, because they did not
3 have the opportunity to do the research,
4 missed the boat on being able to challenge and
5 present that evidence to the hearing officer
6 at SCAR. They don't feel that it's fair. We
7 certainly agree it's unfair.

8 This legislation requires that for
9 pro se petitioners who file a SCAR petition
10 that no later than 30 days prior to a hearing
11 on such petition the Department of Assessment
12 must mail a notice setting forth the
13 evidentiary proof that the pro se petitioner
14 may present at the hearing.

15 No later than 30 days prior to the
16 hearing the Department of Assessment must
17 disclose the evidence that it will present to
18 pro se petitioners. The failure to timely
19 disclose that proof would preclude the
20 department from offering evidence at the
21 hearing. So there's an actual sanction to
22 force them to comply with that.

23 And it requires the Department of
24 Assessment can only present evidence that it
25 used to determine the assessed value in

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2 dispute and is precluded from offering any
3 other evidence to support its determination.

4 In this way, throughout the course
5 of the process, we are ensuring due process to
6 the benefit of homeowners that are attempting
7 to grieve their property tax assessment by
8 being upfront, honest and transparent about
9 what our Department of Assessment has done in
10 calculating its value and what it's using as
11 evidence to defend its value which is being
12 brought up at the SCAR hearing.

13 And by providing residents with 30
14 days advanced notice of what that evidence
15 will be, it affords them the opportunity to
16 gather their own evidence so that you can have
17 a true, fair, open and honest hearing of the
18 issues that are involved in the grievance.
19 That's what the bill accomplishes and I would
20 urge my colleagues to stand up for residents
21 and approve this legislation.

22 LEGISLATOR NICOLELLO: Thank
23 you. Anyone else want to comment on this?
24 Sure, Legislator DeRiggi-Whitton.

25 LEGISLATOR DERIGGI-WHITTON: We

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2 plan on passing it through. But within the
3 next two weeks we're hoping to get a legal
4 opinion from the county attorney's office as
5 to whether or not the state precludes any of
6 these actions. I don't know if they do or not
7 but I would just like to know for sure.

8 LEGISLATOR RHOADS: What we're
9 proposing is placing limits on ourselves.
10 Right? We're not impacting the SCAR process
11 from the state's standpoint. We're not adding
12 any requirement or taking away any requirement
13 from the SCAR process itself. We're saying to
14 our own Department of Assessment this is what
15 you need to do when you are defending your
16 value at a SCAR hearing. This is the
17 disclosure that we're requiring you to
18 provide. Has no broader implication than
19 Nassau County, and we certainly have the
20 ability to restrict what our own departments
21 do. I think that -- certainly go out and get
22 a legal opinion but --

23 LEGISLATOR DERIGGI-WHITTON: I
24 support the idea of being as transparent as
25 possible and I think in theory it's a good

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2 idea. I just again, I've been told that there
3 might be a question as to whether or not it's
4 legal. So, I'd like to try stay in the legal
5 end of it.

6 LEGISLATOR RHOADS: Of course.
7 But I can't imagine that there would be a
8 situation from a legal standpoint we wouldn't
9 be able to impose additional limits on
10 ourselves. It has no broader application than
11 that.

12 LEGISLATOR DERIGGI-WHITTON:
13 There might be some reasons that we can't
14 interfere with the SCAR process that I am not
15 aware of and that's why I would just like the
16 county attorney just to review it within the
17 next two weeks.

18 LEGISLATOR RHOADS: Understood.

19 LEGISLATOR NICOLELLO: Any other
20 debate or discussion? Hearing none, all in
21 favor signify by saying aye. Those opposed?
22 Carries unanimously.

23 Last item is 176 of 2021. It's a
24 local law to amend the Nassau County
25 Administrative Code with respect to vendor

1 Rules - 5-10-21
2 integrity and disclosure documents for
3 municipal corporations and districts as
4 defined by Section 119N of the New York State
5 General Municipal Law.

6 Moved by Deputy Presiding Officer
7 Kopel. Seconded by Legislator Schaefer.

8 This again is directed toward the
9 CRP process. As part of the reforms with
10 respect to contracting, vendor disclosure
11 statements of over six months have to be
12 updated. Which makes sense with a private
13 entity. It does not make sense with a
14 municipality where the elected officials are
15 serving for a term and may serve for many
16 years. So, what was happening is we would
17 have to go back to the municipality every six
18 months because the county had not moved the
19 CRP along into the process quickly enough.
20 So, this will avoid us having to get
21 additional disclosure statements from a
22 municipality in which we know that the
23 relevant individuals are the same.
24 Any debate or discussion on this
25 one?

1 Rules - 5-10-21

2 LEGISLATOR DERIGGI-WHITTON: Just
3 that also while we meet on the other one we
4 can meet on this too. Just a couple of little
5 things I'd like to -- for instance, if there
6 is a new election we'll have a process that's
7 put in place to update everything.

8 LEGISLATOR NICOLELLO: Sounds
9 good. Any further debate or discussion?
10 Hearing none, all in favor signify by saying
11 aye. Those opposed? Carries unanimously.

12 Motion to adjourn by Legislator
13 Bynoe. Seconded by Legislator
14 DeRiggi-Whitton. All in favor of adjourning
15 signify by saying aye. Those opposed? We are
16 adjourned.

17 (Committee adjourned at 4:43 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 17th day of
May 2021.

FRANK GRAY