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NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

RICHARD NICOLELLO, Chairman

1550 Franklin Avenue
Mineola, New York

Monday, July 12, 2021
2:42 P.M

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2 A P P E A R A N C E S :3 RICHARD NICOLELLO ,
4 Chairman5 HOWARD KOPEL ,
6 Vice Chairman

7 STEVE RHOADS

8 LAURA SCHAEFER (substituted by Denise Ford)

9 KEVAN ABRAHAMS ,
10 Ranking

11 DELIA DERIGGI-WHITTON

12

13 SIELA BYNOE

14

15 MICHAEL C. PULITZER ,
16 Clerk of the Legislature

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LIST OF SPEAKERS

KENNETH ARNOLD	7
INSPECTOR WILLIAM FIELD	7
MARYELLEN LAURAIN	9
ROBERT CLEARY	10
SEAN SALLIE	28
BRIAN LIBERT	31
JESSICA MOLINARIS	39
DENNIS MCDERMOTT	56
CAPTAIN MICHAEL GOLIO	60
KEVIN CREAN	72
TORI CASO	94

1 Rules Committee/7-12-21

2 CHAIRMAN NICOLELLO: I would like
3 to start with the Rules Committee.

4 Mike, can you call the roll,
5 please?

6 MR. PULITZER: Roll call.
7 Legislator Siela Bynoe?

8 LEGISLATOR BYNOE: Here.

9 CLERK PULITZER: Legislator Delia
10 DeRiggi-Whitton? She's in the
11 building, correct. Ranking Member
12 Kevan Abrahams?

13 LEGISLATOR ABRAHAMS: Here.

14 CLERK PULITZER: Substituting for
15 Legislator Laura Schaefer is Legislator
16 Denise Ford?

17 LEGISLATOR FORD: Here.

18 CLERK PULITZER: Legislator
19 Steven Rhoads?

20 LEGISLATOR RHOADS: Present.

21 CLERK PULITZER: Vice-Chairman
22 Howard Kopel?

23 LEGISLATOR KOPEL: Here.

24 CLERK PULITZER: Chairman Richard
25 Nicoletello?

1 Rules Committee/7-12-21

2 CHAIRMAN NICOLELLO: Here.

3 CLERK PULITZER: We have a
4 quorum, sir.

5 CHAIRMAN NICOLELLO: Thank you.
6 We will start with the contracts
7 portion of our meeting and I will call
8 the contracts together at this time.

9 A-30, A-38, A-39, A-40, A-41,
10 A-42, are resolutions authorizing the
11 Commission of Shared Services to award
12 and execute blanket purchase orders
13 between the county and Mensch Mill and
14 Lumber LI Proliner, Wee Transport Inc.,
15 Educational Bus Transportation Inc.,
16 Guardian Bus Company, Inc., L&M Bus
17 Corp.

18 B-19, B-25, B-26 are resolutions
19 authorizing the County Executive to
20 award and execute contracts between the
21 county and The Land Tech Group, 192
22 Branch Services, RJ Industries Inc..

23 E-99, E-100, E-101, E-102, E-103,
24 E-104, E-105, E-107, E-108, E-109,
25 E-110, E-111, E-112, E-113, E-114;

1 Rules Committee/7-12-21

2 these are all resolutions authorizing
3 the County Executive to execute
4 personal services agreements or
5 amendments to personal service
6 agreements between the county and DMV
7 Engineers, Gannett Fleming, Jackson
8 Lewis, H2M Architects, WSP USA,
9 Sokoloff Stern, West Group Law, Nassau
10 Healthcare Corporation, Montfort Healy,
11 Lewis Johs, the law office of Vincent
12 MacNamara, Bond, Schoeneck and King,
13 and Leahey & Johnson.

14 E-106, is a resolution
15 authorizing the County Executive to
16 execute an amendment to a license
17 agreement between the county and
18 Carltun on the Park.

19 E-115 is a resolution authorizing
20 the County Executive to execute an
21 amendment to a license agreement
22 between the county and National
23 Development Council.

24 LEGISLATOR KOPEL: So moved.

25 LEGISLATOR ABRAHAMS: Second.

1 Rules Committee/7-12-21

2 CHAIRMAN NICOLELLO: Moved by
3 Deputy Presiding Officer Kopel, and
4 seconded by Minority Leader Abrahams.

5 All of the contracts are now
6 before us. Let's start with off
7 A-30-2021, it's a contract with Mensch
8 Mill and Lumber.

9 MR. ARNOLD: Ken Arnold,
10 Department of Public Works. A-30 is a
11 materials contract for gravel and studs
12 to be used by our facilities department
13 as part of their normal work and also
14 as part of capital improvements. We
15 have four vendors bid and Mensch
16 Lumbers was chosen as the lowest
17 responsible bidder.

18 CHAIRMAN NICOLELLO: Any
19 questions?

20 (No verbal response.)

21 You'll be back later. A-38,
22 police department and Proliner, Inc.

23 MR. FIELD: William Field, deputy
24 inspector for the police department.

25 Item A-38-21 is to authorize and

1 Rules Committee/7-12-21
2 award a blanket purchase order for
3 ambulances for the Nassau County Police
4 Department's emergency ambulance
5 bureau.

6 Four vendors bid on this
7 solicitation. The lowest responsible
8 bidder was LI Proliner. The Maximum
9 amount authorized under this blanket
10 purchase order with renewal options is
11 \$15 million.

12 The period shall be from one year
13 from the effective date with a total of
14 renewal options to be five years and
15 two months.

16 CHAIRMAN NICOLELLO: How many
17 ambulances will the county get? How
18 many ambulances will the county get as
19 a result of this contract?

20 MR. FIELD: So it depends. For
21 new purchases they are between 200 and
22 \$205,000, and then with having to do
23 repairs as well they can amount to, it
24 depends every year, it can fluctuate
25 based on needs and maintenance and

1 Rules Committee/7-12-21

2 things like that.

3 CHAIRMAN NICOLELLO: Any
4 questions? All right. Thank you.

5 MR. FIELD: Thank you.

6 CHAIRMAN NICOLELLO: The next
7 contracts are with the health
8 department; consider four together,
9 A-39, A-40, A-41, A-42 involving
10 transportation for preschool education.

11 MS. LAURAIN: Good afternoon.
12 MaryEllen Laurain, Department of
13 Health.

14 These items are a blanket
15 purchase order for the transportation
16 of Nassau County children in the
17 special needs and preschool early
18 prevention program. This is mandated
19 under public health law that we provide
20 this transportation. There were four
21 bids. All the companies received were
22 awarded the contract.

23 CHAIRMAN NICOLELLO: One question
24 I have, Mary Ellen, is the first three
25 of these contracts with We Transport

1 Rules Committee/7-12-21

2 Educational Bus Transportation and
3 Guardian Bus Company, each one of them
4 bid on the zone, and they were the only
5 bus contractor to bid on a zone. So I
6 find it little unusual that the other
7 contractors aren't all bidding together
8 to get these different zones but
9 instead just getting one contractor at
10 least for the first for each zone.

11 Do you have any reason for why
12 that occurs?

13 MS. LAURAIN: I'm just going to
14 ask Robert Cleary because I wasn't a
15 part of that discussion.

16 MR. CLEARY: To my knowledge that
17 question wasn't asked specifically
18 although I did notice that as well.

19 My experience is that those
20 vendors are playing to their strengths.
21 They were familiar with those routes,
22 those are incumbent vendors and they
23 apparently were interested in those
24 routes and not the others.

25 As I said, I at least have not

1 Rules Committee/7-12-21

2 asked that question, I don't know if
3 purchasing did or did not, but I hadn't
4 heard that they had.

5 They are all eligible for any one
6 of those zones obviously they could
7 have responded today to any combination
8 of them, but this is -- they have the
9 infrastructure, they have the buses
10 for, have experience, and for whatever
11 reasons, these are the businesses,
12 those are the routes that they chose to
13 participate on.

14 MS. LAURAIN: And it also
15 compliments some of their other schools
16 that they also transport for.

17 CHAIRMAN NICOLELLO: Those seem
18 like possible answers that they're
19 incumbents, they are already servicing
20 those routes and have been in the past
21 and they cover those routes for their
22 other school districts that they work
23 for.

24 The concern I had obviously is
25 you want as many vendors bidding on

1 Rules Committee/7-12-21

2 those routes as possible because there
3 is a better chance you will get a lower
4 bid in terms of the cost of this.

5 Mr. Cleary, there was no there
6 was no questioning of this in terms of
7 when these were considered; is that
8 correct?

9 MR. CLEARY: Not to my knowledge.
10 I will say this, the bid structure was
11 changed slightly from the last time it
12 was solicited precisely to encourage
13 people to participate, encourage
14 vendors to participant.

15 So this was actually I think
16 structured to be a more potentially
17 competitive solicitation than it was
18 five years ago.

19 CHAIRMAN NICOLELLO: Any other
20 questions on these four?

21 I think I might ask the Inspector
22 General to take a look at this again
23 just maybe as you suggest having to do
24 with the definitely the familiarity
25 with routes and the fact that they're

1 Rules Committee/7-12-21

2 providing these services through the
3 school year to the school districts in
4 the same routes, but I would just like
5 him to take a look at this.

6 I wouldn't hold it up because
7 obviously you have to transport these
8 children.

9 MS. LAURAIN: Right.

10 CHAIRMAN NICOLELLO: Any other
11 questions on this floor? No?

12 (No verbal response.)

13 All right. So why don't we go to
14 108 which is with Nassau Healthcare
15 Corporation.

16 MS. LAURAIN: Yes. Item E-108 is
17 Amendment Number 4 for a contract with
18 Nassau Healthcare Corporation. It's in
19 the amount of \$5 million. It's for our
20 mandated public health services
21 pursuant to New York State Public
22 Health Law.

23 As you may know, in 1999, the
24 Public Benefit Corporation was
25 established and our clinical health

1 Rules Committee/7-12-21
2 which the clinical health was part of
3 the health department became part of
4 Nassau Healthcare Corporation, and
5 since then they have been providing
6 these services.

7 CHAIRMAN NICOLELLO: Any
8 questions?

9 (No verbal response.)

10 Okay, thank you.

11 MS. LAURAIN: Okay, thank you.

12 CHAIRMAN NICOLELLO: The next
13 contracts are with DPW starting with
14 B-19 and the Landtek Group.

15 MR. ARNOLD: Ken Arnold,
16 Department of Public Works.

17 B-19 is a construction project
18 for Centennial Park, Centennial Park in
19 Roosevelt. This is for a
20 rehabilitation of the complete park
21 facility there were nine bids received
22 and Land Tek was with a bid of \$3.3
23 million was the lowest responsible
24 bidder, and below the engineer's
25 estimate, partially building to some

1 Rules Committee/7-12-21

2 CDBG funds we received and the MWBE and
3 participation is at four percent.

4 CHAIRMAN NICOLELLO: Sure.
5 Minority Abrahams.

6 LEGISLATOR ABRAHAMS: How are
7 you, Ken?

8 MR. ARNOLD: Very good.

9 LEGISLATOR ABRAHAMS: Just a
10 question. If you can share with us for
11 the record the scope of the project and
12 when the contract would allow the
13 project to actually commence.

14 MR. ARNOLD: The scope of the
15 project is to redo most of the park.
16 The only area we are not reconstructing
17 are the basketball courts. We are
18 putting in -- we are taking out a big
19 sitting area that's become problematic
20 for the park operation and we're
21 putting in some youth areas for soccer
22 playing.

23 We also are redoing the spray
24 park, cleaning up the admin building,
25 park paths are getting redone, along

1 Rules Committee/7-12-21

2 with plantings and the playgrounds is
3 going to get refurbished in its
4 totality.

5 LEGISLATOR ABRAHAMS: Are we
6 resurfacing the courts?

7 MR. ARNOLD: I would have to
8 double check that. I forget how we
9 left that.

10 LEGISLATOR ABRAHAMS: I think we
11 should take a look at that.

12 MR. ARNOLD: Off the top of my
13 head, I am resurfacing courts all over
14 the county, so I can't --

15 LEGISLATOR ABRAHAMS: Those
16 courts are a bit in disrepair.

17 MR. ARNOLD: Our intent is not to
18 leave anything in disrepair when we
19 left, so --

20 LEGISLATOR ABRAHAMS: Okay. When
21 will the contract allow everything to
22 commence and when is the duration of
23 that structure?

24 MR. ARNOLD: My goal is to get
25 this contract approved so we can have a

1 Rules Committee/7-12-21

2 September start so I can close the job
3 down. The park has to be closed during
4 construction for one year. That's the
5 duration of the project.

6 LEGISLATOR ABRAHAMS: I remember
7 that.

8 MR. ARNOLD: So I am hoping to
9 start it this winter. So if I get a
10 good winter season, close it down, and
11 open it by the following September, or
12 if we get it done a little earlier.

13 LEGISLATOR ABRAHAMS: If you can
14 just work with my office to ensure that
15 the public is properly notified so
16 nobody comes to the park and sees
17 everything ripped up.

18 MR. ARNOLD: Yes.

19 LEGISLATOR ABRAHAMS: We work
20 with you to ensure that everyone around
21 it is probably notified.

22 MR. ARNOLD: And I'm continuing
23 to try to get NIFA's approval and
24 everything.

25 LEGISLATOR ABRAHAMS: I

1 Rules Committee/7-12-21

2 understand. I have nothing further
3 thank you, Ken.

4 MR. ARNOLD: Welcome.

5 CHAIRMAN NICOLELLO: Any other
6 further questions on this one?

7 (No verbal response.)

8 Next is B-25.

9 MR. ARNOLD: B-25 is a contract
10 amendment for 192 Branch Interior
11 Services. It's associate with the
12 Lever Mediation at the Mitchell Field
13 military housing. We are adding \$6
14 million in their contract to cover the
15 removal of led and the refurbishment of
16 the units where the led abatement was
17 taking place.

18 CHAIRMAN NICOLELLO: Deputy
19 Presiding Officer Kopel.

20 LEGISLATOR KOPEL: Ken, this was
21 originally a contract for one million?

22 MR. ARNOLD: Correct.

23 LEGISLATOR KOPEL: And you are
24 going out to seven million now and you
25 are not rebidding it?

1 Rules Committee/7-12-21

2 MR. ARNOLD: The reason we did
3 not do that, I know this is a concern
4 of yours, we have talked about this.

5 LEGISLATOR KOPEL: As a matter of
6 fact I wanted to say, I want to thank
7 Katie who's been working with me on
8 this, and I know she's been promised by
9 various people in the administration,
10 that's not even your department
11 generally, but maybe purchasing
12 generally is supposed to come back with
13 some sort of policy, and this has been
14 going on for months.

15 So maybe this is an outlier,
16 maybe you have a good reason for this
17 particular one, but this is a recurring
18 problem here.

19 MR. ARNOLD: Right. So when we
20 bid our on cold contracts on occasion,
21 we have a very large scope that comes
22 up and the timely satisfaction of
23 getting this work done to go out for a
24 rebid, our bidding process is nine
25 months, so it was the Department's

1 Rules Committee/7-12-21

2 decision talking with the
3 administration, this had to get done
4 within 90 days of issuing reports that
5 we had to issue an addendum and
6 increase the bid amount for this work.

7 LEGISLATOR KOPEL: You see, but
8 with all due respect, I don't really
9 understand how that necessarily works.

10 I mean, if this is something that
11 was urgent perhaps we could have
12 started the process a little earlier on
13 the one hand, or perhaps could have
14 done a small extension.

15 But this is not really an
16 extension. This is going from one
17 million to seven million.

18 I mean, essentially people who
19 bid -- we went out of the bid on one
20 million, and you are going to get one
21 kind of bidder perhaps, but when you,
22 as you know, you are going to get --
23 often you are going to get an entirely
24 different class of bidder perhaps when
25 you go on a much larger contract, and I

1 Rules Committee/7-12-21

2 think we're potentially shortchanging
3 ourselves constantly. So I don't see
4 how this makes sense.

5 MR. ARNOLD: Well, this work has
6 been going on since July.

7 LEGISLATOR KOPEL: And this is
8 one discreet project?

9 MR. ARNOLD: Yes, the Mitchell
10 Field remediation started in July, not
11 July --

12 LEGISLATOR KOPEL: And this is
13 the kind of project where going from
14 one vendor to another would be
15 disruptive or is it they're doing
16 different -- perhaps different areas at
17 different times?

18 MR. ARNOLD: Would it be
19 disruptive, I'd have to think through
20 all the different components. There
21 isn't -- working towards, we did the
22 environmental work, issued reports,
23 anybody with kids under six we have 90
24 days if they are getting subsidies to
25 get their work done, so that was the

1 Rules Committee/7-12-21
2 first impetus of getting the work done.
3 Could we have brought another
4 vendor in? We could have but it would
5 have been disjointed to have multiple
6 vendors on the same property. We are
7 having a difficult enough time just
8 coordinating.

9 LEGISLATOR KOPEL: For that
10 matter, a new vendor, let's say this
11 vendor stops in two or three months,
12 they are finished with their contract,
13 you have a new vendor come in, that
14 would work wouldn't it?

15 MR. ARNOLD: Yes, but we are also
16 looking to try to get this work done by
17 the end of the year.

18 LEGISLATOR KOPEL: I hear you. I
19 hear you, it's just this kind of thing
20 is, as I say, this kind of thing it's
21 circumventing the entire bid process,
22 the whole bid process is there for a
23 reason. This just avoids it and it's
24 really, with all due respect, it's a
25 bad way to do business.

1 Rules Committee/7-12-21

2 MR. ARNOLD: I understand your
3 concerns.

4 CHAIRMAN NICOLELLO: Anyone else?
5 (No verbal response.)

6 All right. Let's move on to the
7 next one with RJ.

8 MR. ARNOLD: So B-26 is a
9 construction contract with the
10 improvements to the preliminary
11 treatment system at the Glen Cove
12 treatment plant. There were eight bids
13 received and RJ Industries was
14 determined to be the lowest responsible
15 bidder. Their bid of \$6.2 million was
16 below the engineer's estimate. Their
17 MWBE participation is 29 percent.

18 CHAIRMAN NICOLELLO: Are there
19 any questions on this?

20 (No verbal response.)

21 Hearing none, move on to the next
22 one, please.

23 MR. ARNOLD: E-99?

24 CHAIRMAN NICOLELLO: Yes.

25 MR. ARNOLD: So E-99 is a

1 Rules Committee/7-12-21
2 professional services contract for the
3 study to look at the feasibility of
4 sewerage the Point Lookout community,
5 that is one of the last two communities
6 on the south shore that are not
7 sewerage. The other being a small
8 portion of Lawrence.

9 This project is the third piece
10 of the Western Bay initiative where
11 we're looking to improve the quality of
12 the bays with the removal of nitrogen,
13 with the septic of Point Lookout would
14 contribute to that.

15 We had five bids received. D&B
16 was ranked technically very high and
17 included the lowest cost proposal.
18 Technical Review Committee selected D&B
19 as the best value for this project.
20 The MWBE participation is 40 percent
21 for D&B.

22 CHAIRMAN NICOLELLO: Legislator
23 Ford.

24 LEGISLATOR FORD: Commissioner
25 Arnold, how long do you think the study

1 Rules Committee/7-12-21

2 will take?

3 MR. ARNOLD: I don't have the
4 contract in front of me. I have to
5 take a look. There's a timeline in the
6 contract once they start, so I can get
7 that information to you. They'll be
8 community meetings and all steps that
9 we would go through with your office.

10 LEGISLATOR FORD: I will probably
11 try to schedule one rather soon so the
12 community will be aware that we are
13 continuing with this. I want to thank
14 you very much for staying on top of
15 this because it means a lot to the
16 residents up in that area, so I will be
17 in touch.

18 But if you can find out how long
19 the feasibility is and what the time
20 line is once the study is done if the
21 residents go along with this what the
22 next steps will be.

23 MR. ARNOLD: I will set up a
24 meeting with your office so we can go
25 over the project.

1 Rules Committee/7-12-21

2 LEGISLATOR FORD: Perfect. Thank
3 you very much, sir.

4 MS. DeRIGGI-WHITTON: I think
5 this is an excellent project and I
6 always love sewers as you know, Ken,
7 however, we were notified by the
8 Inspector General that there is an
9 ongoing investigation and that they
10 need some more time so we are hoping
11 it's going to be done very quickly, but
12 we just need that report once we're put
13 on notice, we really have to get
14 reports.

15 So, Denise, again as much as I
16 hate to delay anything, I am going to
17 make a motion to table.

18 MR. ARNOLD: That's been the
19 policy though to get that report so I
20 understand.

21 CHAIRMAN NICOLELLO: Motion?

22 LEGISLATOR DERIGGI-WHITTON:
23 Motion to table.

24 LEGISLATOR BYNOE: Second.

25 CHAIRMAN NICOLELLO: Motion by

1 Rules Committee/7-12-21
2 Legislator DeRiggi-Whitton, second by
3 Legislator Bynoe.

4 All those in favor of tabling
5 signify by saying aye.

6 (Aye.)

7 Those opposed?

8 (No verbal response.)

9 The item is tabled.

10 CHAIRMAN NICOLELLO: E-100.

11 MR. ARNOLD: So E-100 is a
12 construction services contract
13 associated with the Glen Cove
14 preliminary treatment project I just
15 mentioned earlier. For this one there
16 were several proposals received.

17 The three highest qualified firms
18 had their costs looked at as they were
19 all deemed to be able to do this job
20 successfully. Gannett Fleming had the
21 lowest cost at \$1.29 million and was
22 selected and MWBEs at 20 percent.

23 CHAIRMAN NICOLELLO: Any
24 questions?

25 (No verbal response.)

1 Rules Committee/7-12-21

2 All right. E-102.

3 MR. ARNOLD: E-102 is the last of
4 the five firms that were selected to
5 the building on call design contracts.
6 The other four went through the last
7 session. This contract is with H2M and
8 the MWBE will be determine based on the
9 task orders as they are assigned.

10 CHAIRMAN NICOLELLO: Any
11 questions?

12 (No verbal response.)

13 All right. E-103.

14 MR. ARNOLD: I will bring up Sean
15 Sallie. He can speak to this one item.

16 MR. SALLIE: Sean Sallie, Nassau
17 County Department of Public Works,
18 Deputy Commissioner.

19 This is a proposed contract
20 amendment with the firm of WSP formerly
21 Porse and Sprinkerhoff.

22 WSP currently performs planning
23 and management and technical support
24 relating to the federal transit
25 administration FTA granted funded hub

1 Rules Committee/7-12-21

2 transit alternatives analysis project.
3 The contract amendment proposes three
4 amendments to the current term; the
5 first being an extension of the term.

6 The second is a reallocation of
7 existing budget;

8 And the third is an additional
9 budget for increasing the maximum
10 amount payable by \$2.5 million. This
11 work is funded through two earmarks,
12 FTA earmarks that were secured back in
13 2007/2008. They are at 80 percent
14 reimbursable.

15 The FTA has been monitoring our
16 progress over the past decade and they
17 have been very supportive with respect
18 to our planning process but they also
19 would like to see us conclude the
20 process. Our success is their success.

21 So these additional funds would
22 allow us essentially to conclude the
23 planning process which basically
24 consists of a few things. It's looking
25 at potential transit alignment from the

1 Rules Committee/7-12-21

2 Nassau hub area to the Long Island
3 Railroad main line as well as the
4 Hempstead Intermodal Center.

5 The planning and financial work
6 involved with a pilot to acquire six
7 battery electric buses to be built into
8 the NICE fleet to operate in the hub
9 area as well as other routes in the
10 county, and third is to do preliminary
11 design once the transit alternative is
12 selected, there is funding, and grant
13 budget to perform preliminary design to
14 advance the selected alignment.

15 So with that I will take any
16 questions.

17 CHAIRMAN NICOLELLO: This is
18 largely funded by federal money, right?

19 MR. SALLIE: Correct 80 percent
20 from the FTA.

21 CHAIRMAN NICOLELLO: All right.
22 The study of transit alternatives in
23 the hub has been going on for decades.

24 So is there a projected date in
25 which they will have some sort of

1 Rules Committee/7-12-21

2 proposal to us?

3 MR. SALLIE: There is. So we are
4 under the obligation to provide the
5 final recommendations to the FTA by
6 September of 2022. So that is what we
7 are working back with.

8 CHAIRMAN NICOLELLO: Anyone have
9 any other questions on this one?

10 (No verbal response.)

11 All right. Thank you again,
12 Sean.

13 MR. SALLIE: Thank you.

14 CHAIRMAN NICOLELLO: Next
15 contract is with the County Attorney's
16 Office.

17 MR. LIBERT: Good afternoon,
18 legislators. Brian Libert, deputy
19 county attorney. Do you want me to
20 speak or do you want to call them in
21 order?

22 CHAIRMAN NICOLELLO: Let's go
23 with E-101, Jackson Lewis.

24 MR. LIBERT: E-101 is a contract
25 with the law firm of Jackson Lewis for

1 Rules Committee/7-12-21

2 the case of Shenequa Bidem against
3 Nassau County Community College.

4 This firm was selected by the
5 college and the ordinary procurement
6 process was followed after that.

7 CHAIRMAN NICOLELLO: If it's the
8 college who is the defendant, well, a
9 defendant, is the county paying or the
10 college for the attorneys?

11 MR. LIBERT: For the defense?

12 CHAIRMAN NICOLELLO: Yes.

13 MR. LIBERT: The County
14 Attorney's Office is paying.

15 CHAIRMAN NICOLELLO: Okay.
16 Explain to me why is the county a
17 defendant if it involves the college?

18 MR. LIBERT: My understanding is
19 that there is no mechanical means for
20 the college to pay for counsel in this
21 scenario. This procurement itself was
22 done through municipal transaction, of
23 course, and I am sort of the litigation
24 manager.

25 So with regard to the payment

1 Rules Committee/7-12-21

2 it's just my understanding there is no
3 mechanism for the college to fund that
4 and, therefore, the county attorney
5 did.

6 CHAIRMAN NICOLELLO: I didn't
7 know that I was even aware of that that
8 that could be the case.

9 MR. LIBERT: My understanding is
10 the college selected this firm and
11 there was a discussion between the
12 college and the County Attorney's
13 Office whereby the college was unable
14 to procure and pay for this firm so it
15 was done this way. That's what I have
16 been advised.

17 CHAIRMAN NICOLELLO: Legislator
18 Kopel.

19 LEGISLATOR KOPEL: Does that mean
20 that any time the college -- is a party
21 to a lawsuit that the county has to
22 pay?

23 MR. LIBERT: Well, legislator, I
24 wouldn't speculate as to what happens
25 in any situation, being a learned

1 Rules Committee/7-12-21

2 counsel, I wouldn't make any
3 speculation about that. I would say
4 their counsel should sort of say what
5 happens in each scenario. I only know
6 what happened in this particular
7 scenario.

8 LEGISLATOR KOPEL: But you don't
9 really know because what's the reason
10 for this; what differentiates this
11 scenario from any others?

12 MR. LIBERT: At this time I can't
13 speak to that because I am not familiar
14 with any other procurements that were
15 done through the college through the
16 County Attorney.

17 LEGISLATOR KOPEL: Once again,
18 this bypasses the usual procurement
19 thing, in other words, the college
20 selects it, the county pays, and what's
21 the bid process; how does this work
22 then?

23 MR. LIBERT: Again, the bid
24 process was done through the college
25 and there was an agreement between the

1 Rules Committee/7-12-21
2 college and the County Attorney's
3 Office.

4 I certainly understand your
5 concern about that, legislator, I would
6 just say that that procurement process
7 was prior to my involvement so I
8 wouldn't speak to have personal
9 knowledge about that.

10 LEGISLATOR KOPEL: No, not you
11 personally. And if this is a college
12 matter, does the college then reimburse
13 the county attorney?

14 MR. LIBERT: I am not aware of
15 any reimbursement that has occurred at
16 this time.

17 LEGISLATOR KOPEL: Well, it
18 wouldn't have occurred, but will it
19 occur?

20 MR. LIBERT: Not that I've been
21 made aware of.

22 LEGISLATOR KOPEL: And the
23 question is why?

24 MR. LIBERT: I would have to
25 defer to my colleagues and municipal

1 Rules Committee/7-12-21
2 transactions about that. My expertise
3 to the extent that I have any is in
4 litigation and not in the transactional
5 matters.

6 CHAIRMAN NICOLELLO: Okay.
7 Moving on to another topic on this one.
8 I think the onset date was February 21,
9 2019?

10 MR. LIBERT: Yes. This is
11 actually for the same reasons as just
12 discussed. Again, my understanding is
13 that the college selected this law firm
14 and that there were some discussions
15 between the County Attorney's Office
16 and the college, whereby the college
17 notified the County Attorney's Office,
18 we don't have the mechanism to pay for
19 this, and that procedure on its own
20 took several months.

21 At the time that the County
22 Attorney's Office then took it over, we
23 needed to work with this firm to create
24 a budget for the litigation. So there
25 was the initial delay of the

1 Rules Committee/7-12-21

2 procurement through the college and
3 then the further delay of the
4 administrative budget process.

5 CHAIRMAN NICOLELLO: Okay. Just
6 going to the aspect you mentioned of
7 the budget as a reason for the delay.
8 I mean, how long does it take to
9 prepare a budget?

10 MR. LIBERT: Legislator, I would
11 say at this end, I would expect in my
12 experience that it takes about two
13 weeks to 30 days is a reasonable time
14 to produce a budget.

15 However, prior to this contract
16 the county was not following this
17 budget process so this is all new hat
18 for our office and for some of the
19 firms that we are working with and it
20 did take longer than it does now. Our
21 process has greatly improved.

22 CHAIRMAN NICOLELLO: I'll have to
23 disagree with you there. In my other
24 life I do work for a law firm. We
25 produce budgets for clients. Simple

1 Rules Committee/7-12-21

2 case takes about half hour; more
3 complicated case a couple of hours. I
4 don't really see that as an excuse for
5 the delays in this matter.

6 There is a number of other
7 contracts coming up, none of them is
8 egregious as this one, but all of them
9 are late. There seems to be an ongoing
10 problem with the County Attorney's
11 Office with respect to getting these
12 contracts to us on time.

13 So I, personally, in my capacity
14 as Presiding Officer, I will ask Mr.
15 Cleary and/or the IG to take a look at
16 that process.

17 Obviously it doesn't go to the
18 quality of the legal work being done by
19 the County Attorney's Office always
20 been excellent, but it goes to I mean
21 why are these chronically late coming
22 to us, contracts, law firms being
23 brought on and doing work for months
24 and months. It's becoming a chronic
25 problem.

1 Rules Committee/7-12-21

2 MR. LIBERT: I think, frankly,
3 legislator, your point is well taken.

4 We have already engaged in some
5 discussions with I believe it's
6 Director Cleary on some of these
7 processes and I can speak to as you
8 said, not my personal capacity, but
9 what I have personally done I have been
10 involved with Mr. Cleary and also Chief
11 Deputy Molonaris with improving this
12 process. In finding where these flaws
13 are occurring and trying to improve
14 them.

15 Unfortunately there were some
16 contracts that were back in the system
17 before we started fixing them and that
18 is what you are seeing some of.

19 So I will speak to an improvement
20 that perhaps is in a day yet to come
21 because hope springs a turn.

22 CHAIRMAN NICOLELLO: I see you
23 are up at the mike.

24 MS. MOLINARIS: Good afternoon.
25 Chief Deputy County Attorney Jessica

1 Rules Committee/7-12-21

2 Molinaris. I just want to jump in here
3 even though Brian Libert was doing a
4 great job. But I do have to second his
5 comments. We have taken back all the
6 comments from the legislature and we
7 have continuously implemented
8 improvements.

9 We have mentioned on some of our
10 prior contracts, this is a process we
11 are trying to remedy so there are a few
12 other contracts unfortunately that you
13 are going to see in a similar
14 situation.

15 We have discussed this with
16 compliance director Robert Cleary. We
17 have had meetings with him to discuss
18 these and I have brought these to his
19 attention. This is a continuous
20 process but I will assure you again but
21 my office is working on remedying this.

22 CHAIRMAN NICOLELLO: Thank you
23 very much. Mr. Cleary.

24 MR. CLEARY: Robert Cleary. Yes,
25 I just want to confirm, yes, we have

1 Rules Committee/7-12-21

2 had a few conversations about this.
3 It's become pretty apparent recently
4 and we're in clean-up mode at this
5 point getting our arms around what the
6 outstanding contracts are, getting them
7 through the process. It's not a
8 coincidence that you have a lot of
9 contracts for this period of time and
10 we are going to continue with that
11 effort until we are up-to-date.

12 Litigation does create a
13 difficulty in certain circumstances
14 where we need to bring somebody on
15 quickly, but this goes beyond that and
16 we recognize that.

17 CHAIRMAN NICOLELLO: Thank you.
18 I appreciate the fact that you are
19 involved and I would appreciate if you
20 would keep our counsel, all counsel,
21 apprised of how this process is going.

22 MR. CLEARY: Will do.

23 CHAIRMAN NICOLELLO: Now, with
24 respect to this first one, we will take
25 a motion to table. I think we would

1 Rules Committee/7-12-21

2 like to get some answers in terms of
3 the process, how it works with the
4 college and why the college cannot pay
5 for their own counsel, etcetera.

6 MR. LIBERT: Understood.

7 LEGISLATOR KOPEL: So moved.

8 LEGISLATOR BYNOE: Second.

9 CHAIRMAN NICOLELLO: Moved by
10 Deputy Presiding Officer Kopel,
11 seconded by Legislator Bynoe.

12 All those in favor of tabling
13 signify by saying aye.

14 (Aye.)

15 Those opposed?

16 (No verbal response.)

17 E-101 is tabled.

18 CHAIRMAN NICOLELLO: Do you want
19 to move on to the next one?

20 MR. LIBERT: E-104?

21 CHAIRMAN NICOLELLO: Yes.

22 MR. LIBERT: E-104 is a contract
23 with the law firm of Sokoloff & Stern
24 for the matter known as Rollins. The
25 procurement was done previously however

1 Rules Committee/7-12-21

2 the case had never materialized. It
3 was in the notice of claim phase and at
4 this point that's where it remains, so
5 it's extremely limited outstanding
6 invoices.

7 CHAIRMAN NICOLELLO: Any
8 questions on this one?

9 (No verbal response.)

10 Let's go to E-105.

11 MR. LIBERT: This is a contract
12 with the West Group for representation
13 relative to building of the crime lab.
14 There was a dispute with the developer
15 and there was a procurement by the
16 County Attorney's Office relative to
17 finding a firm that could assist with
18 this construction management
19 litigation.

20 CHAIRMAN NICOLELLO: I think the
21 question we had and it was a little bit
22 unclear, is the county the plaintiff
23 here or the defendant?

24 MR. LIBERT: At this time, the
25 county -- it's really both. The county

1 Rules Committee/7-12-21

2 was initially a defendant. There was a
3 discussion with West about the best
4 strategy I would just say that for
5 purposes of the record.

6 CHAIRMAN NICOLELLO: Okay. Any
7 other questions on this one?

8 (No verbal response.)

9 All right. 109.

10 MR. LIBERT: This is a contract
11 with Monfort Healy for the lawsuit of
12 Solages V Nassau County. That also did
13 not get past the notice of claim stage.

14 CHAIRMAN NICOLELLO: Okay, the
15 plaintiff, the claimant is, what do you
16 mean?

17 MR. LIBERT: It remains in the
18 notice of claims stage. My apologies.
19 I should have been clear for the
20 record.

21 CHAIRMAN NICOLELLO: The claimant
22 is the Nassau County legislator?

23 MR. LIBERT: That is correct.

24 CHAIRMAN NICOLELLO: Can the
25 County Attorney's Office have any

1 Rules Committee/7-12-21

2 involvement whatsoever in this?

3 MR. LIBERT: To my understanding
4 is no, I believe the answer is no,
5 again, I am loathe to speak in
6 absolutes but I believe the answer is
7 no.

8 CHAIRMAN NICOLELLO: I agree, and
9 I believe your office is going to have
10 to have an outside entity monitor this;
11 in other words, you have outside
12 counsel, yes, but I don't think that's
13 enough. I don't think your office can
14 have anything to do with this because
15 as with the DA's office and legislators
16 being prohibited from working on
17 criminal matters, this body controls
18 the budget of the County Attorney's
19 Office, so there is an inherent
20 conflict of interest with your office
21 being involved.

22 So I would suggest that you need
23 to send this to an outside entity for
24 all purposes.

25 MR. LIBERT: We will absolutely

1 Rules Committee/7-12-21

2 take that under advisement, legislator,
3 and will do.

4 MS. MOLINARIS: Yes, legislator,
5 we will speak with legal counsel about
6 that and take that back.

7 CHAIRMAN NICOLELLO: Legislator
8 Rhoads.

9 LEGISLATOR RHOADS: I am just
10 trying to wrap my head around this.

11 Has anyone sought an ethical
12 opinion with respect to whether a claim
13 by a sitting legislator can even be
14 maintained?

15 Because in just thinking about it
16 I don't know how this does not create
17 massive conflicts of interest on both
18 sides of this equation.

19 MS. MOLINARIS: Respectfully,
20 Legislator Rhoads, I would just ask to
21 the extent that this is a filed notice
22 of claim, so it's a notice of pending
23 litigation, summons and complaint has
24 not yet been filed, however, we are
25 happy to discuss this further in

1 Rules Committee/7-12-21
2 executive session or with legislative
3 counsel rather than comment on anything
4 that's attorney client communication or
5 anything of an ethical concern.

6 CHAIRMAN NICOLELLO: Let me ask
7 you this, has the 50H been held, a
8 municipal hearing been held?

9 MS. MOLINARIS: No, it has not
10 actually. There has been no activity
11 on this other than the filing of a
12 notice of claim.

13 CHAIRMAN NICOLELLO: I am
14 disturbed of the procedure here but I
15 don't want the county to have waived
16 its ability to have a municipal
17 hearing. In other words, we discussed
18 maybe tabling the motion, tabling the
19 contracts, but to do that, I don't want
20 the county to be left without an
21 opportunity to conduct a municipal
22 hearing?

23 MS. MOLINARIS: Yes. So, for the
24 record, legislator, the county did not
25 waive the 50H hearing, actually the

1 Rules Committee/7-12-21

2 claimant waived the 50H hearing.

3 MR. RHOADS: Well, it's not --
4 maybe we should go.

5 MS. MOLINARIS: Yes. I think
6 this might be best addressed in
7 executive session.

8 CHAIRMAN NICOLELLO: At this
9 point I will take a motion to table.

10 LEGISLATOR FORD: So moved.

11 LEGISLATOR RHOADS: Second.

12 CHAIRMAN NICOLELLO: Moved by
13 Legislator Ford, seconded by Legislator
14 Rhoads.

15 All those in favor of tabling
16 signify by saying aye.

17 (Aye.)

18 Those opposed?

19 (No verbal response.)

20 The item is tabled.

21 CHAIRMAN NICOLELLO: You can go
22 to the next one which is E-110.

23 MR. LIBERT: Legislators, this is
24 a contract with Lewis Johs for the
25 lawsuit of Scannell against Nassau

1 Rules Committee/7-12-21

2 County and et al. This was let
3 pursuant to the normal procurement
4 process.

5 If you have any questions I would
6 be happy to answer.

7 CHAIRMAN NICOLELLO: I have no
8 questions, just an observation, that
9 it's another one that's several months
10 late coming to us. But no questions.

11 Any other questions?

12 (No verbal response.)

13 Why don't we move on to the next
14 one which is a contract with Vincent
15 McNamara.

16 MR. LIBERT: This is a contract
17 with the law firm of Vincent McNamara,
18 E-111-21 for the case of Ester June
19 against Nassau County.

20 This was procured, I am going to
21 call it under an emergency; in other
22 words, it was not bid. There was an
23 immediate trial need. The law firm was
24 identified as being qualified in this
25 area and it was assigned that way as a

1 Rules Committee/7-12-21

2 sole source. It is coming through the
3 legislature with rapid speed.

4 CHAIRMAN NICOLELLO: Was this
5 handled in-house or by another
6 attorney?

7 MR. LIBERT: It was being handled
8 in-house.

9 CHAIRMAN NICOLELLO: Then the
10 trial stage it was determined to bring
11 a trial attorney? It says the trial
12 set to commence on June 22nd.

13 MS. MOLINARIS: It was,
14 legislator, just due to -- we had an
15 experienced litigator who was handling
16 this matter and scheduled for the trial
17 but he recently resigned and in light
18 of the case loads and the upcoming
19 trial date, we thought it would be best
20 to assign to outside counsel to handle
21 before the trial.

22 CHAIRMAN NICOLELLO: I think
23 that's a good choice. Anyone else have
24 any questions on this?

25 (No verbal response.)

1 Rules Committee/7-12-21

2 Next one is with Bond Schoeneck.

3 MR. LIBERT: E-112. This is a
4 contract with Bond Schoeneck and King
5 to handle the personnel matter of Heino
6 V Nassau County which was actually at
7 the New York State Division of Human
8 Rights.

9 CHAIRMAN NICOLELLO: Any
10 questions on this contract? This is
11 112-21.

12 LEGISLATOR FORD: So this is also
13 a contract that's long overdue that's
14 late in coming to us?

15 MR. LIBERT: I don't know if I
16 would agree it's long overdue but I
17 guess we can agree it's late. I
18 wouldn't want to be a wise guy.

19 LEGISLATOR FORD: With this
20 particular individual, I guess there's
21 two separate issues. This is something
22 based on his human rights complaint,
23 the human rights commission complaint?

24 MR. LIBERT: This particular
25 matter is relevant to the state DHR

1 Rules Committee/7-12-21

2 complaint, yes.

3 LEGISLATOR FORD: Okay. Because
4 then there is another issue with this
5 person that would be treated
6 separately?

7 MR. LIBERT: I just wouldn't
8 speculate as to that on the record at
9 this time. I would just say this
10 matter is related to this and if
11 there's something else we will address
12 that at that time.

13 LEGISLATOR FORD: Just that
14 particular issue, right?

15 MR. LIBERT: Yes.

16 LEGISLATOR FORD: All right.
17 Thank you.

18 CHAIRMAN NICOLELLO: Any other
19 questions on this contract, 112?

20 (No verbal response.)

21 The next one is 113 with Lehy and
22 Johnson.

23 MR. LIBERT: Yes. This is a
24 contract, 113-21, with Lehy and Johnson
25 for four cases. It is a case specific

1 Rules Committee/7-12-21

2 contract for those four cases, Koda,
3 Casiano, Gleason and Iacone.

4 This firm was previously engaged
5 by the county in handling this matter
6 so this is partially an amendment or a
7 continuation of prior work that they
8 were doing relative to procurement. If
9 you have any questions happy to answer
10 the same.

11 CHAIRMAN NICOLELLO: My only
12 point is I think we requested this in
13 the past, but, going forward, we want
14 the contracts with the attorneys broken
15 out per case so that we don't get a
16 contract for four separate cases. We
17 want them presented individually.

18 There is a number of reasons for
19 that; one of which may be someone might
20 have a conflict with one of the cases
21 and not the others. It's cleaner to do
22 each one individually.

23 MR. LIBERT: Legislators, just to
24 clarify what you mean because we have
25 had some internal discussions about

1 Rules Committee/7-12-21

2 that, and we are very much interested
3 in doing precisely what this body would
4 like.

5 Are you saying you would like
6 every single for every firm and
7 individual contract, no contract shall
8 have more than one case which is
9 totally fine, I just wanted to make
10 sure I understood your direction.

11 CHAIRMAN NICOLELLO: Isn't that
12 how it's been done?

13 MR. LIBERT: In the past this is
14 the distinction, this is exactly why
15 I'm asking.

16 In the past we have had what we
17 had qualified areas contracts which the
18 legislature has made very clear,
19 unacceptable, we cannot have contracts
20 that are just open-ended.

21 So what we had transitioned in in
22 this regard is contracts that
23 specifically enumerate and delineate
24 which cases shall be covered under
25 those contracts, but what you seem to

1 Rules Committee/7-12-21

2 be saying is, no, Mr. Libert, what we
3 would really like is a specific
4 contract for each individual case and
5 we can absolutely do that, I just
6 wanted to make sure I understood that
7 that's what you wanted.

8 CHAIRMAN NICOLELLO: Why don't we
9 have some discussions with this going
10 forward. We don't want to create
11 anything that's cumbersome for the
12 department, for the County Attorney's
13 Office but at the same time we want to
14 make sure it's being done as
15 efficiently and effectively as
16 possible.

17 MR. LIBERT: We are happy to work
18 with counsel to do it in a way that
19 works with the legislature as always.

20 CHAIRMAN NICOLELLO: Any other
21 questions?

22 (No verbal response.)

23 Last one for the County
24 Attorney's Office, number E-114.

25 MR. LIBERT: This is a contract

1 Rules Committee/7-12-21

2 with Monfort Healy for the case called
3 Skelos. This was a car accident case
4 in which the county was a co-defendant.
5 The case was resolved between all the
6 parties. The county paid nothing and
7 the case is now over.

8 CHAIRMAN NICOLELLO: Okay. Any
9 questions on this one?

10 (No verbal response.)

11 All right. Thank you, Brian.

12 MR. LIBERT: Thank you. Have a
13 great day.

14 CHAIRMAN NICOLELLO: E-106, Parks
15 Department.

16 MR. MCDERMOTT: Good afternoon,
17 Presiding Officer, legislators. Dennis
18 McDermott, Deputy County Attorney.

19 This is a request for an approval
20 of an amended to a license agreement
21 for the operation of the food and
22 beverage concession at Carlton on the
23 Park.

24 The amendment is in the nature of
25 a temporary work-out that accomplishes

1 Rules Committee/7-12-21

2 several things:

3 It provides certain COVID related
4 economic relief to a county
5 concessionaire who is providing food
6 and beverage services for county
7 residents for nearly 30 years and due
8 to the restrictions during the pandemic
9 saw their gross sales drop a staggering
10 70 plus percent in one year.

11 It also extends the term of the
12 current license by nine months to
13 afford parks adequate time to process
14 the new RFP that was issued on June 18,
15 2021 which is replacing the August of
16 2019 RFP which was interrupted.

17 And then when the proposers were
18 unable to maintain their offers
19 effectively withdrawing the RFP
20 process, the park had to cancel that
21 RFP.

22 It also provides that the
23 continuity of services at Eisenhower
24 Park, and it avoids the possible cost
25 of litigation respecting issues of

1 Rules Committee/7-12-21

2 force majeure, frustration of purpose,
3 and the impossibility of performance.

4 Under this work-out, the Carltun
5 will use the paycheck protection funds
6 to pay restructured and reduced minimum
7 monthly payments for the COVID period
8 from March through December 2020 as
9 well as paying the utility charges,
10 starting January 1, 2021, the work-out
11 gives it the additional by suspending
12 and waiving the required minimum
13 monthly payments and the Park will pay
14 gross percentage fees that are required
15 in the original agreement only.

16 The original agreement's minimum
17 required payments will be reinstated
18 once six months have elapsed after all
19 government restrictions on occupancy
20 are lifted respecting Nassau County
21 restaurants and catering facilities.

22 Additionally, the food and
23 beverage concessions for the golf
24 courses at Eisenhower are being
25 included as they are also being

1 Rules Committee/7-12-21
2 included in the new RFP since the
3 location of the facility being adjacent
4 to the golf courses and the golf
5 administration seems to be a natural
6 inclusion. If you have any questions I
7 would be happy to answer.

8 CHAIRMAN NICOLELLO: Any
9 questions from the legislators?
10 Legislator DeRiggi Whitton.

11 LEGISLATOR DERIGGI-WHITTON: I
12 thank you for including all the
13 payments that they received.

14 Did they basically give you
15 enough information to show that they
16 used the PPP money in the correct way?

17 MR. MCDERMOTT: Yes, they did,
18 legislator. They submitted the
19 document where they received
20 approximately I believe it was \$168,000
21 and while payment of the license fees
22 is authorized under PPP, it's not
23 required. They could have actually
24 used the money for other authorized PPP
25 uses, but they in instead want to make

1 Rules Committee/7-12-21

2 this payment or actually have made the
3 payment.

4 LEGISLATOR DERIGGI-WHITTON: So
5 did they deplete all of those funds?

6 MR. MCDERMOTT: They used all of
7 the funds mostly for -- as the program
8 is called paycheck protection.

9 LEGISLATOR DERIGGI-WHITTON:
10 Okay. All right thank you.

11 CHAIRMAN NICOLELLO: Any other
12 questions?

13 (No verbal response.)

14 MR. MCDERMOTT: Thank you. Have
15 a good day.

16 CHAIRMAN NICOLELLO: You too.
17 Next contract is with corrections
18 E-107.

19 CAPTAIN GOLIO: Good afternoon.
20 Michael Golio, captain with the
21 Sheriff's Department. This is a new
22 contract for the provision of medical,
23 mental health, dental and ancillary
24 services to the inmates in the custody
25 of the Nassau County Sheriff's

1 Rules Committee/7-12-21

2 Department incarcerated at the Nassau
3 County Correctional Center.

4 This solicitation was by RFP
5 issued in November of last year. The
6 maximum amount of the contract over the
7 year five year term is \$122 million.
8 It's a term of five years with two
9 potential two year extensions at the
10 end. The first year encumbrance is
11 \$16,708,550.

12 CHAIRMAN NICOLELLO: Is there
13 anything different in the services that
14 will be provided going forward as
15 opposed to what the hospital's been
16 providing to the inmates currently?

17 CAPTAIN GOLIO: There are some
18 changes in services that are going to
19 be provided. There's also some
20 significant changes to the provisions
21 of the contract, yes, both.

22 CHAIRMAN NICOLELLO: Anything you
23 want to comment on at all?

24 CAPTAIN GOLIO: Sure. So with
25 respect to the contract itself there is

1 Rules Committee/7-12-21

2 now an identified staffing plan with
3 identified positions and titles that
4 can be monitored by the contract
5 monitor and is tied to the in-house
6 inmate population.

7 The population is determined once
8 a year for the prior 12 month period
9 and then carried over for the
10 subsequent 12 month period.

11 There is also a clear budget with
12 identified line item categories and
13 amounts also based on populations. The
14 vendor is not permitted to reallocate
15 budgetary line items for more than 10
16 percent without approval of the
17 department.

18 There is now a clause for
19 indemnification of defense by the
20 healthcare corporation. There are now
21 performance indicators for financial
22 penalties and some of those highlights
23 are -- there is going to be an
24 electronic medical record within nine
25 months of the execution of the

1 Rules Committee/7-12-21

2 contract. NCCHC, that's the National
3 Commission on Correctional Healthcare
4 standards within 18 months. There's an
5 outpatient referral review for every
6 time they send people to the clinics or
7 hospital that's going to be reviewed.
8 And an inpatient utilization review for
9 those people that get admitted to the
10 hospital.

11 There is a telemedicine
12 requirement. We are encouraging them
13 to utilize telemedicine wherever
14 possible.

15 And then a reconciliation once a
16 year no later than March 31st for the
17 billers.

18 CHAIRMAN NICOLELLO: Thank you
19 very much. I appreciate that. Any
20 discussion, comments?

21 (No verbal response.)

22 Thank you.

23 CAPTAIN GOLIO: You're welcome.

24 CHAIRMAN NICOLELLO: Contract
25 E-115 is with the National Development

1 Rules Committee/7-12-21

2 Council.

3 LEGISLATOR DERIGGI-WHITTON: Rich?

4 CHAIRMAN NICOLELLO: Mr. Golio,
5 we do have a question for you, sorry.

6 LEGISLATOR BYNOE: I'm sorry, I
7 had a question for you, captain. In
8 terms of the discharge plan for the
9 medical services, I know that counsel
10 did speak with you to address some of
11 the questions I had.

12 In one of your responses it was
13 regarding medication for some of the
14 chronic disease like high blood
15 pressure and diabetes, I understand
16 that you give the prescription to the
17 individuals as opposed to giving them
18 the medicines.

19 CAPTAIN GOLIO: Yes. That's
20 correct. The requirement under the
21 contract is psychotropic medications,
22 HIV medications are provided as
23 medications. All other medications
24 prescribed are provided by
25 prescription.

1 Rules Committee/7-12-21

2 LEGISLATOR BYNOE: And so we are
3 certain that those individuals being
4 discharged would have some level of
5 healthcare coverage to allow them to
6 access the pharmacies and then the
7 pharmacies would accept that coverage
8 are accessible.

9 CAPTAIN GOLIO: So that's part of
10 the concern, obviously we're focusing
11 more on Medicaid enrollment during the
12 period of incarceration so when people
13 get released they can have access to
14 care that they need.

15 There is also community
16 referrals; whether it's a community
17 provider or a general community
18 resource as a referral, but we did
19 discuss some of the things that you
20 spoke about earlier about wraparound
21 services and a re-entry program that
22 would include making certain that the
23 people have the resources available to
24 get the medications upon discharge.

25 But that's outside of this

1 Rules Committee/7-12-21

2 contract that would be another program.

3 LEGISLATOR BYNOE: So which means
4 that people will discharged from the
5 jail without having -- potentially
6 without having those services,
7 therefore, not being able to access
8 those meds?

9 CAPTAIN GOLIO: Well, they are
10 getting a referral to a community
11 provider and they are getting a
12 prescription. That's the hospital's
13 obligation under this contract.

14 LEGISLATOR BYNOE: And the
15 community provider will accept that
16 prescription without any coverage and
17 make sure they get the medicines, is
18 that it?

19 CAPTAIN GOLIO: That's my
20 understanding of the way the hospital
21 is making a community referral to a
22 clinic in the community or someone they
23 work with through the hospital.

24 LEGISLATOR BYNOE: So in other
25 words one of the FQHCs?

1 Rules Committee/7-12-21

2 CAPTAIN GOLIO: Correct.

3 LEGISLATOR BYNOE: Okay. So we
4 know those entities aren't open on the
5 weekends, are we discharging people on
6 Friday and they don't have any medical,
7 any meds over the weekends? What are
8 we doing?

9 CAPTAIN GOLIO: So, as a general
10 matter, individuals who are released
11 for terms of incarceration are released
12 Monday through Friday, we could have
13 some bail releases on the weekends, but
14 generally the discharges are Monday
15 through Friday.

16 LEGISLATOR BYNOE: So those
17 released on Friday potentially could go
18 the whole weekend without having any
19 meds?

20 CAPTAIN GOLIO: I do understand
21 the concern and, as I discussed with
22 counsel, this contract is confined to
23 what the hospital's obligations are
24 under the contract, but there is a
25 broader discussion that has to be had

1 Rules Committee/7-12-21

2 regarding the wraparound practices.

3 LEGISLATOR BYNOE: You addressed
4 a lot of my other concerns. It's just
5 this one, your response still leaves me
6 with more questions.

7 So I do have a concern about us
8 not giving them, release the meds to
9 get them at least two or three days
10 until they can get an appointment,
11 because even if they get discharged on
12 a Thursday, there is nothing that says
13 for certain the community partners or
14 community entities are going to be able
15 to see them that Friday.

16 It could be days maybe before
17 there is some level of an appointment
18 made and able to see a doctor. Is
19 there any priority given to those
20 individuals you know to get
21 appointments or anything like that?

22 CAPTAIN GOLIO: I would have to
23 speak to the medical people. I will do
24 that and get back to you. I know
25 they're doing referrals in the

1 Rules Committee/7-12-21
2 community, I don't know all the
3 mechanics of all the referrals.

4 LEGISLATOR BYNOE: Yes. I am
5 going to need more information on that.
6 Thank you.

7 CHAIRMAN NICOLELLO: Anyone else?
8 Legislator DeRiggi-Whitton.

9 LEGISLATOR DERIGGI-WHITTON: Are
10 you able to enroll someone in Medicare/
11 Medicaid while they're in jail?

12 CAPTAIN GOLIO: You can do all
13 the enrollment. The coverage doesn't
14 start until they're discharged, unless
15 they're hospitalized, if they're in
16 Medicaid coverage or somebody is an
17 inpatient in the hospital for more than
18 24 hours, the county go can get funds
19 through Medicaid for that.

20 All other medical services get
21 activated upon discharge.

22 LEGISLATOR DERIGGI-WHITTON: And
23 what percentage of the inmates would
24 you say leave with that insurance in
25 place?

1 Rules Committee/7-12-21

2 CAPTAIN GOLIO: I don't have that
3 number, I couldn't tell you. I do know
4 that it's a focus, it's something that
5 we have identified as a priority and in
6 this contract now we are getting the
7 hospital to cooperate by doing Medicaid
8 enrollments.

9 LEGISLATOR DERIGGI-WHITTON: That
10 would be good to know, to get as close
11 to 100 percent that are eligible as
12 possible.

13 CAPTAIN GOLIO: Absolutely.

14 LEGISLATOR DERIGGI-WHITTON: I
15 know it's a lengthy process. I know
16 it's not an easy process, so that would
17 be good information to have if you can
18 obtain that.

19 CAPTAIN GOLIO: Okay.

20 LEGISLATOR FORD: I'm sorry, we
21 are never going to let you go. Thank
22 you very much, captain.

23 You had mentioned about
24 Telemedicine, I guess that's like the
25 Teledoc type of thing.

1 Rules Committee/7-12-21

2 Is this so that the inmates can
3 then use a computer and speak with a
4 doctor or am I misunderstanding?

5 SPEAKER: So that would be
6 Telemedicine services, basically video
7 conferencing between the inmate and a
8 practitioner whatever level that would
9 be, but that would be at the direction
10 of the medical people. So it wouldn't
11 be a sign up by the inmates. That
12 would be for a service not able to be
13 provided at the facility and in lieu of
14 transporting the inmate outside the
15 facility we would do the Telemedicine
16 hookup.

17 LEGISLATOR FORD: Right, and they
18 may be transported based on those
19 discussions?

20 CAPTAIN GOLIO: Could be later
21 on, yes.

22 LEGISLATOR FORD: So when
23 somebody is then released from the
24 correctional facility and I guess
25 thinking about their prescriptions and

1 Rules Committee/7-12-21

2 so forth, is that a service that would
3 still be offered to them, to have some
4 sort of communication with Telemedicine
5 where they can, if they have a followup
6 question, to still be able to utilize
7 Telemedicine?

8 CAPTAIN GOLIO: Certainly,
9 depending on who the provider was, and
10 whether or not they were going to
11 continue the patient relationship
12 certainly it's a possibility.

13 LEGISLATOR FORD: Thank you.

14 CHAIRMAN NICOLELLO: Any other
15 questions?

16 (No verbal response.)

17 Thank you, Captain Golio.

18 CAPTAIN GOLIO: Thank you.

19 CHAIRMAN NICOLELLO: Last one is
20 E-115, National Development Council.

21 MR. CREAN: Good afternoon,
22 legislators. Kevin Crean, Office of
23 Community Development. Item E-115-21
24 is an amendment to a community
25 development contract with National

1 Rules Committee/7-12-21

2 Development Council, intended to extend
3 the term of the contract and add a new
4 program, the main Street recovery grant
5 program which will open the current
6 restaurant recovery grant program to
7 all small businesses in the county that
8 have suffered through economic impact
9 of COVID-19 pandemic.

10 The amendment will add
11 approximately \$710,000 in additional
12 community development block grant COVID
13 funding as well as \$10 million in
14 funding from the American Recovery
15 Program. So I would answer any
16 questions you may have.

17 LEGISLATOR KOPEL: So I see that
18 this contract originally was started in
19 April of '19 and it expires, it looks
20 like without this extension here, it
21 would expire in '22 of March, the end
22 of March '22, would that be correct?

23 MR. CREAN: Yes, NDC was procured
24 through an RFP through our office.
25 Generally we have a three year contract

1 Rules Committee/7-12-21

2 with them.

3 LEGISLATOR KOPEL: So the dates I
4 just said are correct, it would expire
5 in March 31st of '22?

6 MR. CREAN: I believe that's
7 right, yes.

8 LEGISLATOR KOPEL: So you know
9 what my next question is, don't you?
10 Why in the world are we extending a
11 contract instead of going out to bid
12 when we've got lots of time?

13 We are taking a contract and
14 going from \$3 million and change to \$13
15 million and change, how is this not a
16 new thing; are how are we not going out
17 to bid? I can't for the life of me
18 understand why.

19 MR. CREAN: I understand your
20 concern. That was discussed at length.
21 We had guidance from the County
22 Attorney's Office as well as the Office
23 of Compliance and with the county's
24 consultant on the American Recovery
25 Plan, Haggerty Consulting, to review

1 Rules Committee/7-12-21

2 the procuring that we had done at the
3 outset as well as adding additional
4 funding for this program.

5 LEGISLATOR KOPEL: With all due
6 respect that doesn't begin to responds
7 to the question.

8 MR. CREAN: As so to why we
9 didn't issue another procurement?

10 LEGISLATOR KOPEL: Yes. You have
11 lots of time for it. You have until
12 the end of March until the end of next
13 March.

14 MR. CREAN: But an additional
15 procurement as you know takes several
16 months.

17 LEGISLATOR KOPEL: Right, but you
18 have more than several months.

19 MR. CREAN: Which is to start the
20 program is what I am referring to.
21 What we're trying to do here is bring
22 the American Recovery Program as well
23 as the COVID money out to the
24 businesses that are in need of it at
25 this time.

1 Rules Committee/7-12-21

2 LEGISLATOR KOPEL: I'm sorry, but
3 how does that answer the question?
4 They still got -- you can put out as
5 much money as you need between now and
6 the beginning of April.

7 MR. CREAN: There is very little
8 money left on this contract.

9 LEGISLATOR KOPEL: Right.

10 MR. CREAN: The additional money
11 that's being added to the contract is
12 to establish the Main Street Program.
13 Right now the Restaurant Recovery Grant
14 Program has essentially ended. There
15 is money left on that contract but the
16 rules that are in the contract would
17 not allow us to make the funds
18 available.

19 LEGISLATOR KOPEL: So why not put
20 out a little more money now and why do
21 we need to extend the contract by three
22 years?

23 MR. CREAN: Well, that's what the
24 American Recovery Program allows. So
25 with the intent to provide the funding,

1 Rules Committee/7-12-21

2 put the money in the contract, and
3 allow it to run its course so that we
4 will be able to receive applications,
5 or NDC would be able to receive
6 applications and make those awards.

7 CHAIRMAN NICOLELLO: How much of
8 the \$10 million is actually getting to
9 the businesses?

10 MR. CREAN: \$9 million. There is
11 a 10 percent fee that NDC would
12 utilize. So \$9 million goes out in
13 grants to the businesses.

14 CHAIRMAN NICOLELLO: Up to?

15 MR. CREAN: Up to. It's up to a
16 10 percent fee. That's the maximum fee
17 that they can charge.

18 CHAIRMAN NICOLELLO: So if this
19 contract is not placed, then the
20 program is not -- the money is not
21 getting to the businesses?

22 MR. CREAN: Correct. Right now
23 there is about \$400,000 left in the
24 Restaurant Recovery Program but those
25 funds will go only to restaurants and

1 Rules Committee/7-12-21

2 we believe that the restaurant
3 component has exhausted the applicant
4 pool at this point. So we wanted to
5 open up the funding to additional
6 businesses.

7 CHAIRMAN NICOLELLO: If you had
8 to go for another RFP, how long would
9 it take to get to that process?

10 MR. CREAN: Generally an RFP
11 process from the initiation to the
12 selection is at least six months. And
13 then the contract phase as well.

14 CHAIRMAN NICOLELLO: Okay. Any
15 other questions?

16 MR. CREAN: I am advised the
17 standard timeframe to do an RFP and
18 route a contract is about 10 months.

19 LEGISLATOR KOPEL: Understood.
20 What do you mean by a fee of up to 10
21 percent? That can be one, or nine or
22 10?

23 MR. CREAN: Well, 10 percent is
24 the maximum allowable, so if NDC pushed
25 the funding out faster, we would get

1 Rules Committee/7-12-21

2 more applications in, the fee could be
3 reduced.

4 LEGISLATOR KOPEL: The fee is
5 dependent based upon their performance?

6 MR. CREAN: Yes.

7 LEGISLATOR KOPEL: It's a
8 mechanical calculation?

9 MR. CREAN: Exactly.

10 LEGISLATOR KOPEL: I got it.

11 I don't want to delay funding to
12 various deserving businesses and I get
13 that you want to push that out as
14 quickly as possible, but I don't get
15 why we are extending it to three years.
16 That part I don't get.

17 So what I would like to know is,
18 is there any reason that you can't
19 bifurcate this issue?

20 In other words, any money that
21 you want to push out between now and
22 the end of March come back to us and
23 say we would like to do that three
24 weeks from now. I am not talking about
25 years or months.

1 Rules Committee/7-12-21

2 And the other part, in terms of
3 extending the contract, as I say, I
4 really haven't heard any particularly
5 interesting explanations for that.

6 MR. CREAN: So just so I
7 understand what you are asking me, can
8 the contract would be tabled and
9 brought back to you in the next session
10 for a shorter term?

11 LEGISLATOR KOPEL: In three
12 weeks. In three weeks we would. In
13 three weeks I guess we could do it.
14 Yes, we could do it in three weeks,
15 but, in other words, come back with a
16 split, here's the money we want to push
17 out immediately. I'm all for it.

18 And then come back with either a
19 statement that you are going to go out
20 on an RFP for the next three years
21 after that, or give us a really good
22 satisfactory explanation of why you
23 can't.

24 MR. CREAN: Is the request that
25 we decrease the amount of the

1 Rules Committee/7-12-21

2 additional funding?

3 LEGISLATOR KOPEL: I don't know
4 what the amount of funding should be
5 and ought to be.

6 As I say, we are dealing with two
7 separate -- I am dealing with two
8 separate issues. Issue number one, get
9 the money out as quickly as possible
10 between now and March 31st, the maximum
11 amount that you are able to get out.
12 That's issue number one.

13 Issue number two in my mind is
14 extending the contract in three years
15 starting in April of '22. That's the
16 second thing.

17 I would like to see a split in
18 that or, alternatively, a really good
19 explanation why it ought not to be
20 split.

21 MR. CREAN: Well, it's certainly
22 not our intention to take three years
23 to spend this funding. As you
24 mentioned we want to get this money
25 out.

1 Rules Committee/7-12-21

2 LEGISLATOR KOPEL: So you are
3 kind of saying that I am right, I think
4 ?

5 MR. CREAN: Yes, well, as far as
6 the need for the extension. The term
7 of the three year extension was just to
8 coincide with the ruling as to how long
9 we have to spend the funds, but we
10 intend to get the funding out as
11 quickly as possible.

12 But the three year was to comply
13 with the allowance and give us some
14 flexibility so the funding could be
15 used.

16 The restaurant recovery money
17 went out very quickly as you well know.

18 LEGISLATOR KOPEL: So now I am
19 getting a bit of a different picture.
20 You think that you might have some of
21 this money leftover, this specific
22 bucket? I will use the
23 administration's words for money.

24 MR. CREAN: No, I think the ARP
25 funding is more flexible than the block

1 Rules Committee/7-12-21

2 grant funding is. We also increased
3 the block grant funding that went out
4 with the restaurant recovery. It was
5 either a 5,000 or \$10,000 grant
6 depending on the size of the business.

7 LEGISLATOR KOPEL: So then I
8 think we are in agreement. You can
9 come back and give us a better feel for
10 what you can get out more quickly and
11 what you can't and why you want to keep
12 this vendor or get a different vendor
13 if there's anything left over.

14 MR. CREAN: Well, our hope is the
15 full \$10 million will out go out very
16 quickly.

17 LEGISLATOR KOPEL: That would be
18 great, then you won't need an
19 extension.

20 MR. CREAN: That's possible, yes,
21 and on that note I would like to let
22 you know that the Boost Nassau Center
23 which is the Nassau center, which was
24 established at Eisenhower Park I
25 believe last month, is hosting a

1 Rules Committee/7-12-21

2 webinar this coming Thursday.

3 We do have a flyer that I can
4 provide to all of you and we hope that
5 you would promote that at webinars to
6 attract small businesses, let them know
7 what resources are available, not just
8 the Small Business Recovery Grant
9 through Main Street Recovery Program,
10 but also for the rental assistance.

11 LEGISLATOR KOPEL: Yes, I think
12 that would be great. I think we would
13 all love to have that.

14 MR. CREAN: So if we can spread
15 the word I think the money will flow
16 very quickly.

17 LEGISLATOR KOPEL: If you could
18 get that to us real quickly that would
19 be great.

20 MR. CREAN: Yes, I have that here
21 I can email that to everyone.

22 LEGISLATOR DERIGGI-WHITTON: I
23 think we have it, I think it was sent
24 this morning from the Minority Affairs
25 Office.

1 Rules Committee/7-12-21

2 CHAIRMAN NICOLELLO: I just have
3 a followup question. If we don't vote
4 on this today and wait for three weeks,
5 is there a delay in getting these
6 monies into the restaurants?

7 MR. CREAN: There would be a
8 delay because NDC would not be able to
9 issue any grants until your funding is
10 approved.

11 CHAIRMAN NICOLELLO: Deputy
12 Presiding Kopel is trying to have the
13 administration address this ongoing
14 issues with these contracts that are
15 ballooning in terms of length and
16 amounts. However, we are looking for
17 ways to change the administration's
18 contract conduct in that regard, but we
19 do not want to delay getting needed
20 resources to restaurants that have
21 struggled so much through the pandemic
22 so I think it's our intention to move
23 this forward today.

24 MR. CREAN: I appreciate that.
25 But just to clarify, this is not just

1 Rules Committee/7-12-21

2 restaurants, it would be opened up to
3 all small businesses, at 50 or fewer,
4 FTEs, full time equivalents, and \$5
5 million in total revenue.

6 But it's to expand the Restaurant
7 Recovery Program to address those
8 businesses that were left out at the
9 outset.

10 CHAIRMAN NICOLELLO: Good. All
11 right. Any other questions?

12 (No verbal response.)

13 All right. Thank you, Kevin.

14 MR. CREAN: Thank you.

15 CHAIRMAN NICOLELLO: So we have
16 all these contracts before us.

17 I am going to read the several
18 that were tabled so we make sure we
19 know what we're passing and what was
20 held.

21 The ones we are passing now will
22 be A-30, A-38, A-39, A-40, A-41, A-42,
23 E-108, B-19, B-25, B-26, E-100, E-102
24 E-103, E-104, E-105, E-110, E-111,
25 E-112, E-113, E-114, E-106, E-107, and

1 Rules Committee/7-12-21

2 E-115.

3 Any other further debate or
4 discussion on those items?

5 (No verbal response.)

6 Is there any public comment?

7 (No verbal response.)

8 All those in favor signify by
9 saying aye.

10 (Aye.)

11 Those opposed?

12 (No verbal response.)

13 They all pass unanimously. Now I
14 will put the rules in recess and go to
15 the other committees.

16 (Whereupon, the Rules Committee
17 recessed at 3:56 p.m. and reconvened at
18 7:35 p.m.)

19 CHAIRMAN NICOLELLO: I am calling
20 the Rules Committee out of recess.
21 Before we do anything, we need a motion
22 to suspend the rules.

23 LEGISLATOR RHOADS: So moved.

24 LEGISLATOR BYNOE: Second.

25 CHAIRMAN NICOLELLO: Moved by

1 Rules Committee/7-12-21

2 Legislator Rhoads, seconded by

3 Legislator Bynoe.

4 All those in favor of suspending
5 the rules signify by saying aye.

6 (Aye.)

7 Those opposed?

8 (No verbal response.)

9 The rules are suspended.

10 I'm going to call the consent
11 calendar first. These items have been
12 through other committees earlier and
13 it's been agreed by the majority and
14 minority that no further debate or
15 discussion is needed on these items at
16 this time.

17 188-2021, 217, 220, 221, 222,
18 223, 224, 225, 226, 227, 228, 229, 230,
19 231, 232, 233, 234, 235, 236, 237, 238,
20 239, 240, 241, 242, 243, 244, 245, 246,
21 247, 254, 255, 256, 257, 258, 259, 260,
22 261, 262, 263, and last but not least
23 249.

24 Any debate or discussion?

25 (No verbal response.)

1 Rules Committee/7-12-21

2 All those in favor signify by
3 saying aye.

4 (Aye.)

5 Those opposed?

6 (No verbal response.)

7 Those items carry unanimously.

8 CHAIRMAN NICOLELLO: Sorry,
9 motion. Thank you very much.

10 LEGISLATOR ABRAHAMS: So moved.

11 LEGISLATOR KOPEL: Second.

12 CHAIRMAN NICOLELLO: Moved by
13 Minority Leader Abrahams, seconded by
14 Deputy Presiding Officer Kopel.

15 Again, they pass unanimously.

16 187-2021 is a local law to amend
17 the Nassau County Administrative Code
18 in relation to amending the Nassau
19 County Human Rights Law to preclude
20 discrimination against first
21 responders.

22 LEGISLATOR RHOADS: So moved.

23 LEGISLATOR KOPEL: Second.

24 CHAIRMAN NICOLELLO: Moved by
25 Legislator Rhoads, seconded by

1 Rules Committee/7-12-21

2 Legislator Deputy Presiding Officer
3 Kopel. Any debate or discussion at
4 this time?

5 LEGISLATOR ABRAHAMS: No further
6 debate or discussion, Presiding
7 Officer, but as I concur with my
8 colleague, Legislator Bynoe, I think I
9 would like to hear a little bit more in
10 regards to the bill and hopefully over
11 the next two weeks we can refine it to
12 something that truly protects police
13 officers but at the same time doesn't
14 dampen or attempt to chill any first
15 amendment rights as well, so I look
16 forward to that discussion over the
17 next two weeks as we enter the hearing
18 process.

19 CHAIRMAN NICOLELLO: Okay.
20 Responds good. Any other debate or
21 discussion?

22 (No verbal response.)

23 All in favor signify by saying
24 aye.

25 (Aye.)

1 Rules Committee/7-12-21

2 Those opposed?

3 (No verbal response.)

4 Abstentions?

5 (Abstain.)

6 Two abstentions. So it passes by
7 a vote of five in favor with two
8 abstentions.

9 The next item is 218 of 2021, a
10 resolution to establish a special
11 legislative task force to combat
12 anti-Semitism.

13 LEGISLATOR ABRAHAMS: So moved.

14 LEGISLATOR FORD: Second.

15 CHAIRMAN NICOLELLO: Moved by
16 Minority Leader Abrahams, seconded by
17 Legislator Ford. You want to say
18 anything?

19 LEGISLATOR ABRAHAMS: Sure. As
20 you know, Legislator Drucker was not
21 able to be here today but he did ask me
22 to share some comments about his
23 particular legislation.

24 As many of you know in reading
25 the bill this legislation would

1 Rules Committee/7-12-21
2 establish a special task force to
3 combat anti Semitism in Nassau County.
4 We have all seen the anti Semitism that
5 has existed not just here in our county
6 but across our nation.

7 This bill would establish a
8 special task force to be able to be
9 able to combat anti Semitism.

10 It would consist of six
11 legislators, three appointed by the
12 County Legislature, Presiding Officer,
13 three chosen by the minority leader.

14 The County Executive has
15 expressed support in terms of the
16 working definition of anti Semitism in
17 order to combat it so I think from that
18 point it's all heading in the right
19 direction.

20 The last thing that I think is
21 most notable that Legislator Drucker
22 was able to accomplish in this bill is
23 that it will allow a youth round table
24 also to be a part of the discussion to
25 lead to anti Semitism as well.

1 Rules Committee/7-12-21

2 So all in all, even though this
3 is in the committee process, I
4 encourage my colleagues to support this
5 tremendous and great bill and look
6 forward to supporting it in the Full
7 Legislature as well. Thank you.

8 CHAIRMAN NICOLELLO: Any further
9 debate or discussion. We good?

10 (No verbal response.)

11 Hearing none, all in favor
12 signify say by saying aye.

13 (Aye.)

14 Those opposed?

15 (No verbal response.)

16 Carries unanimously.

17 The last item is on page five of
18 the agenda, it's 248 of 2021, a
19 resolution to accept a gift offered by
20 the Nassau County Council of Veterans
21 and Foreign Wars and Nassau County
22 Department of Parks, Recreation, and
23 Museums to enter into an agreement in
24 relation to such gift. Motion?

25 LEGISLATOR DERIGGI-WHITTON: So

1 Rules Committee/7-12-21

2 moved.

3 LEGISLATOR KOPEL: Second.

4 CHAIRMAN NICOLELLO: Moved by
5 Legislator DeRiggi-Whitton, seconded by
6 Deputy Presiding Officer Kopel.

7 MS. CASO: Tori Caso, Department
8 of Parks. 248 is a resolution to
9 accept a gift from the Nassau County
10 Council of Veterans of Foreign Wars.

11 If passed -- so to honor those
12 that served in the Afghanistan and Iraq
13 Wars, if passed, the resolution, the
14 county will enter into a gift agreement
15 with the VFW who will form an advisory
16 committee to work the county in
17 establishing a new monument at
18 Eisenhower Park to honor veterans of
19 the wars in Afghanistan and Iraq and
20 raise money for its design and
21 commission.

22 Members of the advisory committee
23 will be appointed by the County
24 Executive, director of the VSA,
25 majority and minority of the

1 Rules Committee/7-12-21

2 Legislature. That's it.

3 We anticipate breaking ground at
4 Eisenhower Park on October 7th, 2021
5 which will mark the 20th anniversary of
6 the beginning of the war in
7 Afghanistan.

8 CHAIRMAN NICOLELLO: Any other
9 debate or discussion?

10 (No verbal response.)

11 Thank you very much for your
12 presentation. All in favor signifying
13 by saying aye.

14 (Aye.)

15 Those opposed?

16 (No verbal response.)

17 Carries unanimously.

18 Motion to adjourn?

19 LEGISLATOR RHOADS: So moved.

20 LEGISLATOR FORD: Second.

21 CHAIRMAN NICOLELLO: Moved by
22 Legislator Rhoads, seconded by
23 Legislator Ford.

24 All those in favor of adjourning
25 signify by saying aye.

1 Rules Committee/7-12-21

2 (Aye.)

3 Those opposed?

4 (No verbal response.)

5 We are adjourned. Thank you.

6 (Whereupon, the Rules Committee

7 adjourned at 7:42 p.m.)

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C E R T I F I C A T E

I, STEFANIE KRUT, a Shorthand Reporter
and Notary Public in and for the State of
New York, do hereby stated:

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

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

IN WITNESS WHEREOF, I have hereunto set
my hand this 26th day of July, 2021.

STEFANIE KRUT