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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

12

13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

15

16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 Monday, November 15, 2021

23 1:13 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

9

10 LEGISLATOR STEVEN RHOADS

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12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

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17 LEGISLATOR DELIA DERIGGI-WHITTON

18

19 LEGISLATOR SIELA BYNOE

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2 LEGISLATOR NICOLELLO: Call the
3 Rules Committee to order and I would like to
4 ask Legislator Ellen Birnbaum to lead us in
5 the Pledge of Allegiance.

6 Mike would you call the roll for
7 the Rules Committee please.

8 MR. PULITZER: Thank you
9 Presiding Officer. Rules Committee roll
10 call. Legislator 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: Thank you.
20 Legislator Laura 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 Nicolello.

6 LEGISLATOR NICOLELLO: Here.

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

9 LEGISLATOR NICOLELLO: Thank
10 you. We are going to call the contracts
11 portion of the committee now starting with
12 A-25 2021. A resolution ratifying the
13 commissioner of shared services award and
14 authorize the execution of a purchase order
15 between the county and Henry Schein, Inc.

16 A-46, A-54, A-60, A-61, A-62, A-65,
17 A-67, A-68, A-69, A-70. These are resolutions
18 authorizing the commissioner of shared
19 services to award and execute purchase orders
20 or blanket purchase orders between the county
21 and Icon Enterprise, Inc., Iconstituent,
22 Atlantic Tactical, CI Technologies, Intergraph
23 Corporation, Tech 84, LI Proliner, Nationwide
24 Instruction and Island Tech Services.

25 B-27, B-30. These are resolutions

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2 authorizing the county executive to award and
3 execute a contract between the county and
4 Grace Industries, J. Anthony Enterprises.

5 E-152, E-154, E-155, E-158, E-161,
6 E-163, E-164, E-165, E-167, E-168.

7 Resolutions authorizing the county executive
8 to execute personal services agreements or
9 amendments to personal services agreements
10 between the county and Greenman-Pederson, KLD
11 Engineering, Liro Program and Construction
12 Management, City of Glen Cove, Family and
13 Children's Association, Empire Health Care
14 Assurance, VMG Holding, PKF O'Connor, Gannett
15 Fleming and Healthplex.

16 Motion by Deputy Presiding Officer
17 Kopel. Seconded by Legislator
18 DeRiggi-Whitton. Those items are before the
19 committee.

20 We have an addendum, so I need a
21 motion to suspend the rules. Moved by
22 Legislator Rhoads. Seconded by Legislator
23 Schaefer. All in favor of suspending the
24 rules signify by saying aye. Those opposed?
25 The rules are suspended.

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2 The other contracts I'm going to
3 call to add to the ones I've already called.
4 A-63 of 2021. It's a resolution authorizing
5 the commissioner of shared services to award
6 and execute a blanket purchase order between
7 the county and Acme Auto Leasing.

8 E-153, E-157, E-159, E-160.
9 Resolutions authorizing the county executive
10 to execute personal services agreements or
11 amendments to personal services agreements
12 between the county and Louis Mclean
13 Associates, Tomas Klimas, Sokoloff Stern,
14 Lewis Johs.

15 Motion by Legislator
16 DeRiggi-Whitton. Seconded by Deputy Presiding
17 Officer Kopel. Those contracts are before us.

18 Before we move on to consider the
19 items we have a motion to table on E-161, 2021
20 which is with Family and Children's
21 Association, Inc. Moved by Legislator Bynoe.
22 Seconded by Minority Leader Abrahams. This is
23 apparently an ongoing or IG has not completed
24 her investigation at this point. So, it's
25 been motioned and seconded to table. All in

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2 favor of tabling that contract signify by
3 saying aye. Those opposed? It's tabled.

4 First contract we are going to hear
5 about is with Emergency Management, A-25,
6 2021, Henry Schein, Inc.

7 MR. DELANEY: Good afternoon
8 everyone. Tom Delaney, Nassau County Office
9 of Emergency Management.

10 The item before you today is for a
11 purchase order contract with Henry Schein for
12 N-95 masks that were supplied to us during the
13 height of the pandemic. This was done as an
14 emergency purchase order. We did a
15 requisition for it but there were delays.
16 Excuse me. We did a requisition for it last
17 year but it got delayed and on December 31st
18 it was cancelled. We reissued the requisition
19 again this year. It took a long time for them
20 to provide all of the information that
21 Purchasing needed for the principal
22 questionnaires and other items but it's before
23 you now. We would like to get this obligation
24 taken care of. We took delivery of the masks
25 during the pandemic due to the emergency.

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2 LEGISLATOR NICOLELLO: Why did
3 the requisition get cancelled in December of
4 2020?

5 MR. DELANEY: All requisitions
6 are cancelled on 12-31 that haven't been
7 turned in to PIs yet.

8 LEGISLATOR NICOLELLO: Obviously
9 they provided the masks when they were needed
10 but the delay it just seems to be inordinate
11 in this case. A year and a half, if not
12 longer.

13 MR. DELANEY: I agreed. I have
14 been pushing as hard as I can to try to get
15 this before you. It's just taken, like I
16 said, an inordinate amount of time. Henry
17 Schein is a large company and it's very
18 difficult to extract information from them.

19 LEGISLATOR NICOLELLO: Anyone
20 else have any questions? Legislator
21 DeRiggi-Whitton.

22 LEGISLATOR DERIGGI-WHITTON: The
23 total cost was \$136,000?

24 MR. DELANEY: That's correct.

25 LEGISLATOR DERIGGI-WHITTON: For

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2 1,434 masks?

3 MR. DELANEY: That was boxes of
4 masks.

5 LEGISLATOR DERIGGI-WHITTON:

6 Good. I thought it was \$100 a mask.

7 MR. DELANEY: If I recollect I
8 think the unit cost was slightly over a dollar
9 each. Henry Schein was involved with FEMA
10 doing special airlifts to be able to supply
11 these very scarce commodities.

12 LEGISLATOR DERIGGI-WHITTON: It
13 says for the purchase order of 1,434 filtered
14 masks. Doesn't say boxes. It just goes to
15 show you it might have been our only option
16 but did we spend \$100 on masks. Are you sure
17 it was for the boxes? Because it just says
18 for the masks.

19 MR. DELANEY: I'm absolutely
20 positive it was for boxes. I got the
21 information. I got invoice on this. It was
22 for boxes. Yes, says it right here.

23 LEGISLATOR DERIGGI-WHITTON:

24 About what, ten per box?

25 MR. DELANEY: Yes.

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2 LEGISLATOR DERIGGI-WHITTON:

3 Thank you.

4 LEGISLATOR NICOLELLO: Legislator
5 Schaefer.

6 LEGISLATOR SCHAEFER: I just want
7 to clarify that. So ten boxes per box is that
8 what you're saying? Ten masks per box. This
9 was 1,434 masks or boxes?

10 MR. DELANEY: Came out to a total
11 of 50,190 masks.

12 LEGISLATOR SCHAEFER: 50,000
13 masks. Okay. What budget does this come out
14 of?

15 MR. DELANEY: This was money that
16 was funded to OEM during the height of the
17 pandemic from the general fund. It is 100
18 percent reimbursable through FEMA as part of
19 the disaster declaration.

20 LEGISLATOR SCHAEFER: And when do
21 you go through the reimbursement process?

22 MR. DELANEY: Once we have a
23 check. Once it's paid. We're in the process
24 of doing that. It's going to be an ongoing
25 effort. No different than it is for Sandy.

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2 We still have open project worksheets for
3 Sandy.

4 LEGISLATOR SCHAEFER: Do you have
5 any sense of when it would be? Like the time
6 frame for reimbursement or not yet?

7 MR. DELANEY: Once we get a check
8 it will be included and whatever project
9 worksheet that OMB is currently working on
10 will be included.

11 LEGISLATOR SCHAEFER: Once it's
12 submitted is there a general time frame you
13 expect a check from them, the reimbursement,
14 or not really?

15 MR. DELANEY: In my experience,
16 once it gets approved it's within a few months
17 that FEMA will make the reimbursement and then
18 subject of course to audit after that.

19 LEGISLATOR SCHAEFER: Thank you.

20 LEGISLATOR NICOLELLO: Anyone
21 else?

22 LEGISLATOR DERIGGI-WHITTON: I
23 just want to point out that the item itself
24 doesn't mention the boxes. Just says for the
25 masks total of 1,400. So maybe just for

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2 confirmation just so we know.

3 MR. DELANEY: I apologize if it
4 was conveyed that way. That is incorrect. We
5 would never be paying that much. We were very
6 careful about how much we were trying not to
7 pay for items. Vendors were coming to us with
8 \$5 plus prices per masks for an N-95 which we
9 swiftly turned down.

10 LEGISLATOR DERIGGI-WHITTON: The
11 way this is written it would be \$100 a mask.
12 If you have anything that shows that it's
13 boxes it would just be a good thing at some
14 point in the future.

15 MR. DELANEY: The emergency memo
16 that I wrote, that Robert Cleary approved, it
17 shows the actual quantity of masks in there.

18 LEGISLATOR NICOLELLO: Your
19 representation is it was boxes and there was
20 upwards of 50,000 masks?

21 MR. DELANEY: That is correct.

22 LEGISLATOR NICOLELLO: Any other
23 questions? Thank you.

24 Next item is with the Parks. A-46,
25 Icon Enterprises.

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2 MS. NEILAND: Good afternoon
3 Donna Neiland, Department of Information
4 Technology.

5 This request is for the annual
6 renewal for the Parks Department's civic rec
7 system. This is the application Parks uses to
8 manage their activities, their reservations,
9 payments, leisure passes, etcetera. The
10 annual cost is \$178,750. This renewal is for
11 June 2020 through May 2022 and this is a sole
12 source.

13 LEGISLATOR NICOLELLO: Who has
14 the option to renew each year? Does the
15 county have the option if they choose to end
16 this service in May of 2022?

17 MS. NEILAND: Yes. The county
18 can not renew it as long as they have
19 something else to use.

20 LEGISLATOR KOPEL: Why is this a
21 sole source?

22 MS. NEILAND: The sole source is
23 for the maintenance. This application can
24 only be done by the vendor that sells it.

25 LEGISLATOR KOPEL: But the

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2 application itself is not a sole source? This
3 is strictly maintenance?

4 MS. NEILAND: Yes. You can get
5 other applications to manage park activities,
6 yes.

7 LEGISLATOR KOPEL: And that would
8 cost a lot more?

9 MS. NEILAND: It would probably
10 cost a lot more. We'd have to go to RFP.

11 LEGISLATOR KOPEL: And you're
12 satisfied with the performance of this
13 particular product?

14 MS. NEILAND: I am. Is anyone
15 from Parks here? I believe they're happy with
16 it.

17 MS. KASO: To officially say it
18 on the record, Victoria Kaso from the Parks
19 Department, yes, we are satisfied with the
20 performance of the vendor.

21 LEGISLATOR KOPEL: Yes, you look
22 happy.

23 LEGISLATOR NICOLELLO: Any other
24 legislators? Thank you.

25 Next contract is with Information

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2 Technology. It is with the contract A-54 with
3 Iconstituent.

4 MR. JACOVINA: Good afternoon. I
5 am Joe Jacovina, deputy commissioner,
6 Information Technology. A-54, 2021 is for
7 Iconstituent. This is an annual agreement
8 with an annual fee of \$150,000. Renewal term
9 is July 1, 2021 through June 30, 2022. This
10 is a sole source vendor.

11 The service is used by a variety of
12 agencies including communications,
13 comptroller's office and is available to any
14 other agency that is interested. Iconstituent
15 allows for the county agency to send bulk
16 emails without risking the county's email
17 domain from getting blacklisted by the
18 internet service providers. The system allows
19 for tracking statistical information which
20 helps understand how well correspondence
21 reaches the intended audience.

22 LEGISLATOR NICOLELLO: I see that
23 the term starts July 1, 2021. Any particular
24 reason why this is coming to us in November?

25 MR. JACOVINA: Yes, we did not

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2 receive the invoice to begin our approval
3 process. It was dated July 1st. We
4 processed, through IT, we processed the
5 information on July 14th. It was approved
6 through just the IT process by July 16th.
7 There was then a lengthy approval process. It
8 had to go through compliance, county attorney,
9 OMB for insurance review, shared services, IG
10 and legislative affairs and it was finally
11 available for approval at this time.

12 LEGISLATOR NICOLELLO: Are there
13 other vendors that provide similar services?

14 MR. JACOVINA: They are sole
15 source. It's a subscription. So there is no
16 maintenance. They just provide the service
17 for us. There may be others. I am not
18 aware. I would suspect there is. The big
19 thing here is that what the internet service
20 providers do is if they see a blast of email
21 coming from one domain they will blacklist you
22 and this vendor, Iconstituent, avoids that
23 process as part of the service they provide.

24 LEGISLATOR NICOLELLO: I would
25 think that there would be other vendors that

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2 could provide that same service. I know the
3 county has been using Iconstituent for at
4 least four or five years. Perhaps much
5 longer.

6 MR. JACOVINA: Yes. I was
7 informed it was 2013 that we started using
8 them and it's a subscription service.

9 LEGISLATOR NICOLELLO: Is there
10 any thought to going out for an RFP to see
11 what alternatives are out there?

12 MR. JACOVINA: Not that I'm aware
13 of.

14 LEGISLATOR NICOLELLO: Any other
15 questions?

16 LEGISLATOR KOPEL: You just told
17 the presiding officer that there's no thought
18 of going out for an RFP. Why not? In other
19 words, there may or may not be, you're not
20 really able to answer as to whether there are
21 others that can provide a similar service or
22 better for that matter. I have nothing
23 against Iconstituent. Let me make that
24 clear. This is not a criticism of them. But
25 why is the department not checking this and

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2 why are we just doing it as a sole source and
3 not going out there and seeing if there is
4 something else?

5 MR. JACOVINA: I'm not aware. I
6 can find out that information for you.

7 LEGISLATOR NICOLELLO: We were
8 using Iconstituent because, as you said, it's
9 available to other agencies in the county.
10 Again, I don't know if this is just applicable
11 to Iconstituent or probably more likely
12 applicable to all vendors that use this type
13 of service. It just seems as if these email
14 blasts were almost all -- I can't say that.
15 There was very little response. You'd send
16 out 10,000 emails or whatever the number was
17 that were given to you for my Iconstituent for
18 your district and there was almost no
19 response.

20 I personally have real questions as
21 to the effectiveness of the service they were
22 providing. Which is why I think it might be
23 useful for the county to do on RFP. It's been
24 eight years and see what other alternatives
25 are out there. They might be the best. But I

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2 think it's better for the county, for the
3 taxpayers, especially after eight years to
4 take a look at this.

5 Anyone else?

6 LEGISLATOR KOPEL: Can we keep
7 this on -- keep them going for a while while
8 there is an RFP?

9 MR. JACOVINA: Sure. I will
10 bring that back to my commissioner and we will
11 address that.

12 LEGISLATOR KOPEL: Motion to
13 table.

14 LEGISLATOR NICOLELLO: No, no.
15 It's going to take time to do the RFP. This
16 contract actually runs until June. So you're
17 only talking about an eight month process. To
18 do an RFP I assume would take months at this
19 point?

20 MR. JACOVINA: Yes. To write one
21 up and write down our requirements.

22 LEGISLATOR KOPEL: You're going
23 to do that then? Is that what you're telling
24 us now that if we go ahead and approve this
25 meanwhile you will go ahead and --

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2 MR. JACOVINA: Yes. I will bring
3 it back to my commissioner and we will go
4 through that process before this gets renewed.

5 LEGISLATOR KOPEL: And report
6 back to the presiding officer?

7 MR. JACOVINA: Yes.

8 LEGISLATOR NICOLELLO: Anyone
9 else? Thank you very much.

10 Next item is with Human Services.
11 Tomas Klimas-Mikalauskas.

12 MS. ZAKI: Good afternoon. I'm
13 Seema Zaki from the Department of Human
14 Services. This is a brand new contract for
15 the Office of Mental Health and Chemical
16 Dependency Assisted Outtreatment Program. One
17 year contract.

18 LEGISLATOR NICOLELLO: I think we
19 used him for other -- I've seen his name
20 before. So he's somebody who provides other
21 services to the county, right?

22 MS. ZAKI: Yes.

23 LEGISLATOR NICOLELLO: Any
24 questions on this one? We're good. Thank
25 you.

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2 Is someone from the district
3 attorney's office here? I've been told that
4 the IG has completed her investigation into
5 Family and Children's Association which is the
6 next item up. We're going to need a motion to
7 untable by Legislator Rhoads. Seconded by
8 Legislator Schaefer. All in favor of
9 untabling signify by saying aye. Those
10 opposed?

11 MR. MCMANUS: Bob McManus,
12 district attorney's office. This is an
13 agreement with Family and Children's
14 Association to provide services to the
15 district attorney's office community
16 partnership program which offers support to
17 the reentry community, youth and high risk for
18 gun and gang involvement and justice-involved
19 individuals. This is a continuation of a
20 program that began with the Hempstead Terrence
21 B. Dell initiative in 2007.

22 LEGISLATOR NICOLELLO: Any
23 questions? We all know Family and Children's
24 Association. They do a wonderful job. Thank
25 you.

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2 County clerk's office, E-165, PKF
3 O'Connor and Davies.

4 MR. BUTLER: Good afternoon.
5 John Butler, fiscal officer for Nassau County
6 clerk Maureen O'Connell's office. Item
7 E-165-21 is an amendment to a contract with
8 PKF O'Connor Davies for professional
9 accounting services. The purpose of this
10 amendment is to revise the term dates from
11 4-7-20 to 4-6-21 to 6-1-19 to 5-31-21. The
12 execution dates were delayed due to routing
13 during the COVID emergency.

14 LEGISLATOR NICOLELLO: Any
15 questions on this one? Thanks. Next
16 contracts are with the police department. The
17 first one we will be calling is A-60.

18 MR. FIELD: Good afternoon.
19 William Field, inspector with the police
20 department. First item is A-60-2021. This is
21 to award and authorize a blanket purchase
22 order for police department pistols for our
23 officers. The maximum amount authorized under
24 this purchase order is \$620,000. The term of
25 the blanket shall be for a period of one year

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2 from the effective date and then an option to
3 renew for an additional four years to make the
4 total term five years and two months.

5 LEGISLATOR NICOLELLO: Any
6 questions on this contract? We're good.
7 Sorry. Legislator Schaefer.

8 LEGISLATOR SCHAEFER: Hi. I just
9 have a question. Do the renewals have to come
10 before us or do you just go ahead and renew on
11 your own?

12 MR. FIELD: I'm not sure. They
13 do not. I'm being told they do not come
14 before you.

15 LEGISLATOR SCHAEFER: Thank you.

16 LEGISLATOR NICOLELLO: Legislator
17 DeRiggi-Whitton.

18 LEGISLATOR DERIGGI-WHITTON: How
19 many guns would you normally get for
20 \$620,000?

21 MR. FIELD: It depends. Each
22 handgun is bid at \$654.80. So it depends on
23 the amount that we need for new recruits and
24 anything that gets damaged that may need
25 replacement. They're also giving us a

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2 discount on parts as well.

3 LEGISLATOR DERIGGI-WHITTON: This
4 will cover about a thousand guns? It that a
5 rough estimate?

6 MR. FIELD: A little less with
7 the parts. Probably about 900. But you also
8 have the possibility of needing parts as well.

9 LEGISLATOR DERIGGI-WHITTON: So,
10 this contract will cover both replacement and
11 repair of guns basically. Because I get the
12 time.

13 MR. FIELD: According to the
14 blanket, it includes the two separate types of
15 40 caliber pistols that we use as well as the
16 brand parts. We get a two and a half percent
17 discount off of replacement parts and
18 accessories.

19 LEGISLATOR DERIGGI-WHITTON:
20 Basically they'll cover any replacement or
21 repair for guns for this amount of time for
22 that amount?

23 MR. FIELD: We do have issues in
24 our firearms unit that we have trained
25 armorers that are actually able to mitigate

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2 some issues and things like that to make sure
3 the weapons are as safe as possible and
4 operational.

5 LEGISLATOR DERIGGI-WHITTON: I
6 was just curious if they charged you per gun
7 or how we came up with a number. I know it's
8 a year but I was just curious how much was it
9 to replace and repair.

10 MR. FIELD: Both between the
11 amount of new purchases and potential
12 replacements, which is hard to predict.

13 LEGISLATOR NICOLELLO: Any other
14 questions? Legislator Rhoads.

15 LEGISLATOR RHOADS: Deputy
16 Inspector, is service included as part of
17 this? I understand you just indicated hat we
18 have our own firearms unit that will try and
19 mitigate some of the issues but is service
20 included?

21 MR. FIELD: I do not believe
22 service is. I believe it's only for parts.

23 LEGISLATOR RHOADS: Do we have a
24 separate contract or do we make our own
25 repairs to these weapons when they need it?

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2 MR. FIELD: There is, as far as
3 my knowledge, there's no service in this. We
4 only get the parts through them through the
5 blanket order if we need replacement parts.

6 LEGISLATOR RHOADS: Do we service
7 these weapons on our own?

8 MR. FIELD: We have armorers in
9 our firearms unit. When our officers come in
10 on their regular training, annual and
11 biannual, they inspect the weapons and make
12 any changes and replace anything that needs to
13 be replaced.

14 LEGISLATOR RHOADS: Thank you.

15 LEGISLATOR NICOLELLO: Anyone
16 else on this item?

17 A-62 Intergraph Corporation.

18 MR. FIELD: Item A-62-21 is to
19 authorize and award the purchase order of CAD
20 software training licenses. This is a sole
21 source purchase with Intergraph Corporation
22 which does business as Hexagon. Intergraph is
23 the creator and owner of the Hexagon
24 software. They're the only ones authorized to
25 provide us with these licenses. These

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2 licenses are used by members throughout our
3 department, patrol, detective division and as
4 well as our civilian titles in order to be
5 best trained in how to use the computer-aided
6 dispatch system before they go out in the
7 field. The maximum amount authorized under
8 this is \$100,628.

9 LEGISLATOR NICOLELLO: Any
10 questions? A-63.

11 MR. FIELD: Item A-63-2021 is to
12 authorize and award a blanket purchase order
13 for vehicle leasing for the Nassau County
14 Police Department's Asset Forfeiture Unit.
15 The maximum amount authorized under this is
16 \$167,760. It is funded through asset
17 forfeiture funds and the bidder was the lowest
18 responsible bidder meeting specifications.

19 LEGISLATOR NICOLELLO: One
20 question. Why does the asset forfeiture unit,
21 why would they need vehicles?

22 MR. FIELD: These vehicles are
23 used for an array of different investigative
24 things. Especially when they need nondescript
25 vehicles that are generally more commonly

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2 found vehicles than a police interceptor.

3 LEGISLATOR NICOLELLO: To my
4 mind, asset forfeiture is something that is
5 done almost as a matter of clerical work in
6 terms of identifying a suspect or someone
7 who's been convicted and then seizing their
8 assets. Why would we need vehicles to do
9 those types of things?

10 MR. FIELD: They're really
11 involved in different types of
12 investigations. Especially if it involves
13 money. They're out there in the field
14 doing -- working with other task forces as
15 well. Which is also part of this. We even
16 get reimbursed from some of the other agencies
17 too when we use vehicles on their cases. So,
18 they're regularly involved in surveillance
19 operations and things of that nature.

20 LEGISLATOR NICOLELLO: Deputy
21 Presiding Officer Kopel.

22 LEGISLATOR KOPEL: Thank you.
23 So, I understand these are being leased?

24 MR. FIELD: Yes, sir.

25 LEGISLATOR KOPEL: Why leased and

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2 not purchased?

3 MR. FIELD: They've been leasing
4 vehicles for quite some time. The equitable
5 sharing agreement allows them to use these
6 funds in this manner.

7 LEGISLATOR KOPEL: The equitable
8 sharing, I'm sorry.

9 MR. FIELD: The agreement in how
10 they expend the funds allows them to lease
11 vehicles and it provides them the opportunity
12 to have newer vehicles because --

13 LEGISLATOR KOPEL: Is the
14 agreement among -- you said the agreement.
15 Which agreement? The equitable sharing
16 agreement, who are parties to that?

17 MR. FIELD: Those are the rules
18 in which they have to follow to use the asset
19 forfeiture funding allows for them to lease
20 vehicles and they typically find that if they
21 keep a vehicle longer than a few years they
22 have loss of an ability to use them in a
23 surveillance operation.

24 LEGISLATOR KOPEL: Why is that?

25 MR. FIELD: Because now the

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2 vehicle may be more likely to be identified.

3 LEGISLATOR KOPEL: Got it. Thank
4 you.

5 LEGISLATOR NICOLELLO: Any other
6 questions on this item? Legislator Rhoads.

7 LEGISLATOR RHOADS: Do we have
8 any indication as to -- the lease prices seem
9 to be awfully expensive. I understand it's on
10 bid and that was the lowest bidder. Do we
11 have any idea what these are in relation to
12 market?

13 MR. FIELD: My understanding is
14 Purchasing had to look for the best that they
15 could get. Unfortunately, due to market it
16 seemed that the prices were a little high.
17 But that's the best that they could get for
18 the types of vehicles that we need.

19 LEGISLATOR RHOADS: We put this
20 out to bid I'm assuming but is there a state
21 list for this type o f service that we could
22 use? We can't be the only department that
23 leases vehicles.

24 MR. FIELD: Like a state contract
25 you mean?

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2 LEGISLATOR RHOADS: Right.

3 MR. FIELD: Not that we're aware
4 of. That's why we bid it out.

5 LEGISLATOR RHOADS: Okay. Thank
6 you.

7 LEGISLATOR NICOLELLO: Any other
8 questions on this item? Let's go to A-67,
9 contract with Long Island Proliner.

10 MR. FIELD: A-67-21. This is to
11 award and authorize a purchase order for a
12 Ford 550 special operations truck that will be
13 utilized by our Bureau of Special Operations.
14 This is typically deployed when we need our
15 tactical team for vital equipment used in a
16 serious incident and/or event.

17 The lowest responsible bidder
18 meeting specifications was Long Island
19 Proliner. The maximum amount authorized under
20 this purchase order should be \$259,731. It
21 will be funded by capital project funds.

22 LEGISLATOR NICOLELLO: Any
23 questions? A-68.

24 MR. FIELD: A-68-21 is to award
25 and authorize a purchase order for

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2 defibrillator premium service contract with
3 our lifeline arm CC machines for our emergency
4 ambulance bureau. These are the machines we
5 use in our ambulances. They do chest
6 compression for cardiac patients. They are
7 found to be highly effective in what they need
8 to do. This was bidden out. Maximum amount
9 authorized under this purchase order should be
10 \$102,539.70. That's it.

11 LEGISLATOR NICOLELLO: Any
12 questions on this item? Legislator
13 DeRiggi-Whitton.

14 LEGISLATOR DERIGGI-WHITTON: How
15 many machines do you think we can purchase for
16 the 102?

17 MR. FIELD: This isn't for
18 purchase. This is to maintain and make sure
19 our equipment is in working order. We have 30
20 of them.

21 LEGISLATOR DERIGGI-WHITTON: I
22 remember we purchased them not that long ago.

23 MR. FIELD: They need to be
24 constantly maintained and reviewed by the
25 vendor to make sure that they're operating

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2 correctly.

3 LEGISLATOR NICOLELLO: Any other
4 questions? A-69.

5 MR. FIELD: A-69-21 is to award
6 and authorize a purchase order for vehicle
7 equipment for Ford Explorers. The maximum
8 amount under this \$139,276.80. The specific
9 equipment this is going to be purchasing are
10 items such as our mounting equipment for our
11 center console as well as bringing power
12 supplies and other things to the electronic
13 equipment that we use.

14 LEGISLATOR NICOLELLO: Any
15 questions? Legislator Bynoe.

16 LEGISLATOR BYNOE: Thank you
17 Presiding Officer. Is any of the equipment
18 associated with the body cameras?

19 MR. FIELD: No. This is
20 completely separate and distinct. This
21 equipment s actually -- A-70 is actually
22 related to it. They're kind of two separate.
23 Have to maintain the computer, the printer and
24 all the equipment in the center console of the
25 vehicles.

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2 LEGISLATOR BYNOE: Printers. Got
3 it. Thank you.

4 LEGISLATOR NICOLELLO: Any other
5 questions? A-70.

6 MR. FIELD: A-70-21 is to
7 authorize and award a purchase order for
8 vehicle equipment for the Ford Explorers
9 similar to A-69. The maximum amount
10 authorized is \$209,365. This is actually for
11 the modem, the printer and the wiring and
12 other components to help make the technology
13 work as compared to 69 which is for the
14 mounting hardware and things like that.

15 LEGISLATOR NICOLELLO: There's
16 actually a printer inside the vehicles?

17 MR. FIELD: Yes, sir. Our
18 vehicle and traffic summons are printed out
19 via that printer. As well as auto accident
20 reports. Things like that.

21 LEGISLATOR NICOLELLO: The
22 information for the traffic summons gets
23 entered into the dashboard?

24 MR. FIELD: Yes, sir. Right into
25 the tough book.

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2 LEGISLATOR NICOLELLO: Any other
3 questions? We're good. Thank you inspector.
4 Recall the county clerk's item which is item
5 E-165. There were some questions.

6 MR. BUTLER: John Butler, county
7 clerk.

8 LEGISLATOR BYNOE: Hello. Good
9 day. In reviewing this contract, counsel
10 identified some issues related to the United
11 States Security Exchange Commission and it
12 related to the financials for the Town of
13 Ramapo. I've asked you to come back up but
14 really this question I believe -- are you
15 aware of any of those issues that would have
16 arisen with the Town of Ramapo?

17 MR. BUTLER: No.

18 LEGISLATOR BYNOE: Are you aware
19 of any issues that may have arisen out of the
20 Village of Freeport?

21 MR. BUTLER: No.

22 LEGISLATOR BYNOE: So these
23 questions really, presiding officer, I think
24 should be addressed by the Office of the
25 Inspector General. But I don't see any

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2 representatives here and I'm not sure if any
3 are on the line.

4 LEGISLATOR NICOLELLO: The only
5 question I have is, in terms of the
6 procurement, do you use the county offices?
7 Should we call up general services? Should we
8 call up Robert Cleary?

9 MR. BUTLER: You could if you
10 wanted to. That was done years ago. This is
11 literally just an amendment to amend the term
12 of what was already done through the RFP
13 process. Selected this vendor to perform that
14 work. What we're trying to do is amend the
15 term dates because the way that the term dates
16 are written cited basically upon execution
17 when the county executive was to sign it and
18 that was delayed due to the COVID situation.
19 So, this vendor has already provided the
20 work. This isn't for a new contract. We're
21 just trying to get them paid and the only way
22 we can do that is by revising the term of the
23 original contract which is the purpose of this
24 amendment here today.

25 LEGISLATOR BYNOE: Which is my

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2 second issue which is that it's my
3 understanding when we approved this contract
4 in February 2020 that -- now it looks like --
5 we approved it in February 2020. But now
6 we're looking at an amended backdate to
7 January 2019. You've just actually answered
8 my original question as to why would we be
9 backdating this?

10 MR. BUTLER: I guess that's one
11 way to look at it legislator. But the reality
12 is there were severe delays in anything
13 happening during the COVID emergency period.

14 LEGISLATOR BYNOE: COVID did not
15 start in January 1, 2019. The request is for
16 us to amend this contract back to January
17 2019. We did not start to experience COVID
18 here until March 2020.

19 MR. BUTLER: The routing process
20 did take longer throughout that period.

21 LEGISLATOR BYNOE: So, the first
22 question that I had was whether we even
23 identified any of these issues regarding
24 Ramapo or even the Village of Freeport when we
25 originally approved this contract? And then,

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2 yes, I wanted to bubble up why we had such a
3 significant delay and why we're looking to now
4 amend this retroactively all the way to 2019?

5 MR. BUTLER: The issues that
6 you're bringing up with Ramapo and also with
7 Freeport was that from the company ABZ or was
8 it for PFK O'Connor Davies?

9 LEGISLATOR BYNOE: PFK.

10 MR. BUTLER: So they hadn't taken
11 over the original company which was selected,
12 ABZ, until some point after.

13 LEGISLATOR BYNOE: Yes. But I
14 understand that some of the same partners are
15 still affiliated with PKF O'Connor.

16 MR. BUTLER: That might be the
17 case but ABZ, the original company itself as a
18 company selected to perform the work for our
19 office had nothing to do with that I guess
20 aside from the ownership that was having some
21 additional issues maybe under a different
22 company or different companies from them that
23 we were unaware of.

24 LEGISLATOR BYNOE: Presiding
25 Officer, these questions, especially in terms

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2 of what was bubbled up through the IG's office
3 in terms of an investigation, they should not
4 be directed to the county clerk's office
5 anyway. The issue about amending this and
6 backdating it all the way to January 1, 2019
7 is something that this body has consistently
8 raised concerns about. But, from my
9 understanding, this work has been done and the
10 only way that they can get paid and this can
11 actually be formally filed is that the
12 contract has to be within the time frame to
13 which the work was undertaken. Am I correct?

14 MR. BUTLER: That's correct.

15 LEGISLATOR BYNOE: So, I suspect
16 my concern has been addressed already for the
17 second part of my question. The first part is
18 moot because they already did the work. But
19 this is the kind of stuff that is concerning
20 when we backdate contracts and we're
21 backdating contracts with entities that may
22 have significant violations or problems.

23 LEGISLATOR NICOLELLO: When was
24 the contract originally approved by us?

25 LEGISLATOR BYNOE: It looks like

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2 February of 2020 based on my notes.

3 MR. BUTLER: When we look at the
4 execution page of the contract we can see that
5 the firm signed it I believe that was like
6 8-5, 2019 but it wasn't fully executed by,
7 looks like Helena Williams, until 4-7-20.
8 There was a major lag there.

9 LEGISLATOR NICOLELLO: I'm just
10 trying to find out when it first came to us
11 was there an indication that this firm at the
12 time was ABZ was there an indication that had
13 already started doing the work?

14 MR. BUTLER: At the time that it
15 came to you, no.

16 LEGISLATOR NICOLELLO: But
17 according to this we're backdating this they
18 would have already started doing the work. If
19 you want to backdate the effective dates to
20 2019 then by the time it came to us they
21 already started doing the work.

22 MR. BUTLER: I'd have to take
23 another look if you guys want me to go through
24 it. I'll take another look at it.

25 LEGISLATOR NICOLELLO: Why don't

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2 you do that? You can come back next Monday

3 and whatever the questions we can get that

4 resolved. All right. Motion to table? So

5 moved by Deputy Presiding Officer Kopel.

6 Seconded by Legislator Bynoe. All in favor of

7 tabling signify by saying aye. Those

8 opposed? The contract is tabled.

9 Next contracts are with

10 Corrections. A-61.

11 MS. HALL: Good afternoon. Narda

12 Hall, correctional center. Item A-61-21 is

13 for CI Technology. It's for IPro software

14 licenses and maintenance for the Nassau County

15 Sheriff's Department. The software package

16 will modernize and streamline the agency's

17 recordkeeping and statistical capabilities.

18 It will enable the centralization of records,

19 lessening the use of paper documents, reduce

20 time delays in completing, submitting report

21 packages and enable all investigating

22 intelligence units to more efficiently process

23 their respective case work. Overall enhance

24 the capability to manage, track and report

25 incidents that occur at the facility.

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2 The cost is \$127,340. It includes
3 a five year maintenance. It was discussed
4 with central IT and given approval. The
5 software is already being utilized by NCPD.

6 LEGISLATOR NICOLELLO: Any
7 questions? Go on to the second one, A-65.

8 MS. HALL: Item A-65-21 is for
9 two Tek 84 full body scanners. It is to
10 enhance the security at the correctional
11 center. Recent changes in the law have
12 increased the classification of individuals
13 that are being remanded which in turn
14 necessitates the increase in security measures
15 for the detention of weapons and other
16 dangerous contraband.

17 The cost is \$275,000. This
18 includes installation, calibration, training
19 and three year parts and labor warranty. It
20 screens for metal and nonmetal threats,
21 weapons, drugs, cell phones and other
22 contraband. They are similar to the full body
23 scanners used in the airports.

24 LEGISLATOR NICOLELLO: Any
25 questions on this one? Thank you very much.

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2 Next contracts are with Public Works.

3 MS. HORST: Hi Presiding
4 Officer. Commissioner Arnold is going to
5 visit his father so he's not here today. So
6 there are multiple people from DPW. So as you
7 call the contract it will depend on who goes
8 up.

9 LEGISLATOR NICOLELLO: Very
10 good. We'll start with B-27 with Grace
11 Industries.

12 MR. FALKOWSKI: Vinnie Falkowski,
13 deputy commissioner of Public Works. Item
14 B-27-21 is a new construction agreement with
15 Grace Industries L.L.C. The contract value is
16 \$1,484,120. The proposed contract term is
17 three months from NTP, notice to proceed.

18 The project contemplates hauling
19 and removal of approximately 7500 cubic yards
20 of soil excavated during the Cysteine centrate
21 treatment facilities at Bay Park. There were
22 trace amounts of PCPs found when in situ
23 sampling was taken. Given the low levels the
24 soil was deemed nonhazardous.

25 The presence of PCPs, however,

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2 requires special hauling and disposal to
3 specific sites which are not local. The
4 closest is in New Jersey. It added to the
5 total disposal costs. About ten percent of
6 the soil is anticipated to contain the PCPs.

7 The department recommends the award
8 to Grace Industries in the amount of
9 \$1,484,120 to haul and dispose of the
10 contaminated soil in accordance with
11 applicable laws and regulations.

12 LEGISLATOR NICOLELLO: How much
13 soil are we talking about?

14 MR. FALKOWSKI: 7500 cubic yards.

15 LEGISLATOR NICOLELLO: Deputy
16 Presiding Officer Kopel.

17 LEGISLATOR KOPEL: This was the
18 lowest responsible bid? Were there any lower
19 bids?

20 MR. FALKOWSKI: No. They were
21 the lowest responsive.

22 LEGISLATOR KOPEL: Responsive or
23 responsible?

24 MR. FALKOWSKI: Responsible.

25 LEGISLATOR KOPEL: My question

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2 was, were they the lowest responsive bidder?

3 MR. FALKOWSKI: Maybe I don't
4 understand the question.

5 LEGISLATOR KOPEL: We will
6 sometimes eliminate bidders that might be
7 lower than others but are deemed not
8 responsible.

9 MR. FALKOWSKI: I don't believe
10 we eliminated anyone.

11 LEGISLATOR KOPEL: Thank you.

12 LEGISLATOR NICOLELLO: Legislator
13 Schaefer.

14 LEGISLATOR SCHAEFER: Hi. How
15 are you? This company obviously is located in
16 Melville but you said they hauled the dirt to
17 New Jersey?

18 MR. FALKOWSKI: Yes.

19 LEGISLATOR SCHAEFER: Where in
20 New Jersey?

21 MR. FALKOWSKI: I don't know if I
22 have that. I'm sure it's in the package
23 somewhere. I'm told that's the closest one.

24 LEGISLATOR SCHAEFER: That
25 accepts that type of hazardous --

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2 MR. FALKOWSKI: It's
3 nonhazardous.

4 LEGISLATOR SCHAEFER: That's my
5 second question. It's nonhazardous so why do
6 we remove it?

7 MR. FALKOWSKI: Once it comes up
8 with a trace amount you have to follow the
9 applicable laws. You can't just haul it.
10 There's all kinds of notices involved.
11 Special handling at the other end. They put
12 it in the ground in a way that it can't -- it
13 becomes inert. Just kind of stays there
14 forever.

15 LEGISLATOR SCHAEFER: Is there a
16 concern that it becomes hazardous at a certain
17 point in of time?

18 MR. FALKOWSKI: No. In fact, in
19 this contract they're going to have to test
20 for samples again in situ where it's sitting
21 now at Bay Park in a big pile with grass on
22 top it so it doesn't move around and blow
23 around. Depending upon what the levels come
24 up when they test the lots that will dictate
25 to what level regulatory requirements they

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2 will have to perform. It's been sitting there
3 now a year since we uncovered it and moved
4 it. So it's quite conceivable it's become
5 even more diluted within itself.

6 LEGISLATOR SCHAEFER: So it
7 becomes diluted. What happens then?

8 MR. FALKOWSKI: Less trace. Then
9 the rules to haul it become different. It
10 will become cheaper for us.

11 LEGISLATOR SCHAEFER: When do
12 they figure that out?

13 MR. FALKOWSKI: Before they start
14 they have to test before they haul.

15 LEGISLATOR SCHAEFER: Were any of
16 the local representatives in that area
17 notified about this whole issue that they
18 found?

19 MR. FALKOWSKI: I don't believe
20 so. Again, it's nonhazardous type two
21 material.

22 LEGISLATOR SCHAEFER: It's
23 obviously important enough that we're passing
24 a contract to remove it. So I would think
25 going forward --

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2 MR. FALKOWSKI: Whenever we do
3 construction projects there's typically soil
4 that we have to dispose of. Sometimes it
5 doesn't come up with trace amounts of
6 anything. We still have to haul it. We
7 didn't do this with the contractor that
8 uncovered it because it was a big chunk of
9 money and it would have pushed us over the
10 thresholds for the change orders. So we
11 decided to let another contract. That's why
12 I'm here today to seek approval for this
13 contract.

14 LEGISLATOR SCHAEFER: Okay. Once
15 the contract is passed when do you anticipate,
16 or if it's passed, when do you anticipate that
17 they would be hauling this out?

18 MR. FALKOWSKI: Weather aside, if
19 we have a mild winter we'd start immediately.
20 Bay Park is hopping. We have a lot of work
21 going on and we can use this small patch of
22 land for staging and stuff. Immediately I
23 guess would be the answer.

24 LEGISLATOR SCHAEFER: I would
25 think that they would want to do it. But you

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2 said they have to test it first. How long
3 does that process take?

4 MR. FALKOWSKI: That's a couple
5 of days. It's a standard test. They decide
6 which side of the pile that want to work on.
7 The testing labs comes out. They take a
8 sample. We get the reports. And then they're
9 instructed on how to haul. I'm told, my folks
10 tell me this will be a pretty straightforward
11 project.

12 LEGISLATOR SCHAEFER: So the
13 maximum amount is \$1,484,120. So what if the
14 testing is done and it's less expensive, then
15 what do you do?

16 MR. FALKOWSKI: It's a unit price
17 contract. So that passes on to us. Quite
18 frankly, that's what we're hoping for.

19 LEGISLATOR SCHAEFER: Okay. No
20 more questions.

21 LEGISLATOR NICOLELLO: Can any of
22 the soil be recovered or reclaimed or whatever
23 the word is?

24 MR. FALKOWSKI: It would be cost
25 prohibitive.

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2 LEGISLATOR NICOLELLO: I mean, if
3 there can be a value to soil obviously.

4 MR. FALKOWSKI: I guess if they
5 sample it and they don't come back, there's a
6 randomness to how it's sampled. There is a
7 facility on Long Island that cleans soil but I
8 don't know that they clean PCBs.

9 LEGISLATOR NICOLELLO: Any other
10 questions? We're good. Are you up for the
11 next contract or somebody else?

12 MR. FALKOWSKI: Depends on which
13 one you're going to call next.

14 LEGISLATOR NICOLELLO: B-30, J.
15 Anthony Enterprises.

16 MR. SALLIE: Good afternoon
17 legislators. Sean Sallie, Nassau County
18 Department of Public Works.

19 Item B-30-21 is a construction
20 contract with J. Anthony Enterprises for a
21 full road reconstruction project in East
22 Atlantic Beach. The road is known as Park
23 Beach Street. This is a project to improve
24 vehicular safety, pedestrian safety along a
25 roughly one mile segment of that roadway.

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2 This project is partially funded by the
3 governor's office of storm recovery as part of
4 the HUD city BDGR program which is as a result
5 of Super Storm Sandy. This is actually the
6 final county public works GOSA project to move
7 into construction.

8 J. Anthony Enterprises was the
9 lowest responsible bidder at \$9,749,497.66.
10 The contract is proposed to be an 18 month
11 duration. So 18 month construction duration.
12 And the department is recommending that this
13 contract be approved with J. Anthony
14 Enterprises.

15 LEGISLATOR NICOLELLO: Any
16 questions? Thank you Sean. E-152,
17 Greenman-Pederson. Pretty impressive that Ken
18 handles this all by himself and now we have
19 all sorts of people coming in.

20 MR. LUTZ: Good afternoon.
21 Harold Lutz, Nassau County Department of
22 Public Works, Traffic Engineering Unit.

23 This contract, E-152-21, is a
24 personal services agreement with
25 Greenman-Pederson Incorporated. It's for the

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2 design of traffic management camera system for
3 55 additional cameras that will communicate
4 with our traffic management center. It
5 enables our task force inside the traffic
6 management center to identify impediments to
7 traffic flow and identify either police
8 services or if we can make modifications to
9 signal time improvements to clear the delays
10 associated with any incident that would occur
11 in the roadway.

12 GPI was the lowest responsible
13 bidder of the two and the department
14 recommends the execution of the contract.

15 LEGISLATOR NICOLELLO: Any
16 questions? Legislator Bynoe.

17 LEGISLATOR BYNOE: Hi. Good
18 afternoon. Could you tell me how the
19 locations were selected?

20 MR. LUTZ: We have currently now
21 about 150 cameras. This is a supplement to
22 those. We try to pick the most critical
23 locations remaining along our borders. So we
24 will identify locations where we know we have
25 capacity issues. Where we know we don't have

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2 coverage currently.

3 We also use this, I neglected to
4 say this, during snow emergencies, shared with
5 road maintenance so we can basically have eyes
6 all over the county. It's systematic in that
7 this is phase five. This is the fifth
8 contract that we're looking at that. And
9 again, it's really critical intersections and
10 in areas where we currently don't have
11 significant coverage or where we know we have
12 constant issues countywide.

13 LEGISLATOR BYNOE: Can the
14 cameras be -- are they portable? Can they be
15 moved around if we feel that we solved an
16 issue at one intersection and we want to look
17 at another intersection?

18 MR. LUTZ: They're not portable
19 in a respect but they do all pan, tilt and
20 zoom so we can look down the roadway. We can
21 look east, west, south in the locations. We
22 try to determine locations where we have full
23 line of sight and they are somewhat elevated
24 out over the roadway. But they're not to the
25 point where they're obstructions and sticking

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2 all the way out into the middle of traffic.
3 They are permanent installation. They're
4 permanent installations though. They're not
5 something that we make portable. We do have
6 other portable cameras that we use for like
7 event management. The marathon and things
8 like that where we do use those and those also
9 communicate back to the traffic management
10 center.

11 LEGISLATOR NICOLELLO: Legislator
12 Schaefer.

13 LEGISLATOR SCHAEFER: Hi Mr.
14 Lutz. Just one question. How are you? The
15 second -- I'm sorry. You received two
16 proposals and the second highest ranked
17 proposal was by JHK Engineering but is
18 significantly higher in cost. Can you explain
19 why it was so much higher? My notes show it
20 was about a million 94.

21 MR. LUTZ: They have never done
22 this work for Nassau County in the past and I
23 just don't think they're familiar with our
24 standards enough that they would be able to do
25 the work. Hence, that's why they were ranked

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2 somewhat significantly lower than
3 Greenman-Pederson.

4 LEGISLATOR SCHAEFER: But their
5 cost was so much higher.

6 MR. LUTZ: They just don't know
7 is what it comes down to.

8 LEGISLATOR NICOLELLO: Any other
9 questions? Thank you. Next one is 153, Louis
10 Mclean and Associates.

11 MR. LUTZ: Good afternoon. This
12 is for a personal services agreement for the
13 design of 23 traffic signals and about ten
14 cameras on Merrick Avenue and Jerusalem Avenue
15 in North Merrick and East Meadow. It is also
16 part of the improvement of communications for
17 these corridors to link back to the traffic
18 management center. A lot of our
19 infrastructure is in the 30, 40 to 50 year old
20 range. This will improve communications,
21 bring back additional cameras along this
22 corridor, as well as reconstruct all the
23 intersections with improvements to pedestrian
24 facility as well as greater conspicuity for
25 our traffic signals. Basically larger traffic

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2 signals.

3 LEGISLATOR NICOLELLO: With
4 respect to the variable messaging signs, we
5 had a similar item a couple of weeks before
6 us. Commissioner Arnold represented that
7 prior to the installation of any of these
8 signs, variable messaging signs, that you
9 would come back to the legislature. Can you
10 represent that here?

11 MR. LUTZ: That is correct.
12 Yes. Absolutely. I think there were
13 originally two included in the original
14 contract. At this point we would not look to
15 progress that without discussing it with the
16 legislature.

17 LEGISLATOR NICOLELLO: Thank
18 you. Legislator DeRiggi-Whitton.

19 LEGISLATOR DERIGGI-WHITTON: I
20 know this has been discussed before but I just
21 want to put it on the record again. All the
22 information that's collected via these cameras
23 for this item and the prior one are only for
24 DPW use; is that correct?

25 MR. LUTZ: That's correct.

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2 LEGISLATOR DERIGGI-WHITTON: Is
3 the footage saved for a period of time?

4 MR. LUTZ: It's a very short
5 period of time. We don't really have the
6 storage capacity to keep that much video
7 data. At this point even with just 150
8 cameras the amount of storage for that type of
9 information we just don't have that. And
10 again, it's for incident management and for
11 immediate detection. It's not necessarily for
12 accident re-creation or anything like that or
13 law enforcement.

14 LEGISLATOR DERIGGI-WHITTON: Or
15 anything like the meters or anything along
16 those lines, correct?

17 MR. LUTZ: No.

18 LEGISLATOR DERIGGI-WHITTON: I
19 just wanted to clarify that.

20 LEGISLATOR NICOLELLO: Any other
21 questions? Next contract is KLD Engineering.

22 MR. LUTZ: This is for traffic
23 signal timing progression along Mill Road,
24 Burnside Avenue, Sheridan Boulevard, Peninsula
25 Boulevard and Merrick Road. Two intersections

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2 that are adjacent to Peninsula Boulevard in
3 the immediate vicinity of the intersection of
4 Merrick Road and Peninsula Boulevard.

5 This is a UPW program, which is the
6 Unified Planning Work Program. It's federally
7 funded. We've received 80 percent of this
8 money back from the original cost of
9 \$118,000. The cost to the county is
10 approximately \$23,000. This is for retiming
11 of the existing traffic signals for improved
12 coordination through these corridors. KLD has
13 completed this work for other municipalities
14 and is currently a sub on others. They are a
15 registered minority business enterprise.

16 LEGISLATOR KOPEL: Some of those
17 intersections are the ones in Peninsula
18 Boulevard in Rockville Centre?

19 MR. LUTZ: Yes.

20 LEGISLATOR KOPEL: Because those
21 are a disaster.

22 MR. LUTZ: Understood. We
23 realize that and that's why we're looking to
24 re-time. We are having issue countywide now
25 as a result of the pandemic as well. This

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2 project actually is a couple of years old.
3 Prior to the pandemic is it's origination.
4 But we are looking to do this and we do
5 realize the problems that we have and we are
6 starting to address these things.

7 LEGISLATOR KOPEL: Are any of
8 those intersections also going -- I'm sorry.
9 You're going to have the timing and you're
10 going to have cameras, right?

11 MR. LUTZ: We're not adding
12 cameras. This is just for traffic signal
13 timing only.

14 LEGISLATOR KOPEL: Are you adding
15 not adding I guess detectors because sometimes
16 you will see some of those crossroads sitting
17 empty with Peninsula having red lights any
18 way.

19 MR. LUTZ: That's something we'd
20 have to look at. It could be a maintenance
21 issue. If you have a particular location.

22 LEGISLATOR KOPEL: Those are the
23 ones I'm particularly talking about. As you
24 go there sometimes you'll see the crossroads
25 without traffic but they've got green lights.

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2 MR. LUTZ: That could be a
3 maintenance -- it could be a malfunction.

4 LEGISLATOR KOPEL: The question
5 is, do you have detectors for that? Are there
6 supposed to be?

7 MR. LUTZ: In terms of just --
8 yes, we have a detection report that comes out
9 for anything that's on our current --

10 LEGISLATOR KOPEL: I'm sorry.
11 Forgive me. I'm not making myself clear.
12 Aren't there detectors that can adjust the
13 traffic signals in accordance with whatever
14 the traffic is? In other words --

15 MR. LUTZ: Yes. We are in a
16 fully coordination system here that has
17 actuation or the detection on the side
18 streets, yes. If there's a malfunction with
19 that, as a fail safe what happens is it will
20 go to the side street whether there's a
21 vehicle there or not.

22 What we will do, as part of this,
23 obviously we will look and identify any
24 detection failures. But we also have a list
25 of detection failures and a contractor that

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2 will do repairs on those. Sometimes those are
3 the result of maybe a contractor or permittee,
4 somebody doing construction hits our detention
5 and in order to get our money back we would
6 pursue it from them. If we go ahead and just
7 billed it we're doing it at our cost as
8 opposed to pursuing it. If it's something
9 that you know of of a location that is
10 particularly bothersome we can certainly look.

11 LEGISLATOR KOPEL: Those are the
12 ones I've mentioned. There are three in
13 Rockville Centre that are fairly close
14 together. After the long stretch when you're
15 heading I guess south, after the long stretch
16 you got three intersections before you get
17 into the populated area. Those are the three
18 that I'm talking about.

19 MR. LUTZ: We can take a look at
20 those.

21 LEGISLATOR NICOLELLO: Any other
22 questions? Thank you.

23 E-155, Liro Program and
24 Construction.

25 MR. FALKOWSKI: This is a retro

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2 personal service agreement amendment for Liro
3 Program and Construction Management PC. We
4 seek a cost increase and a time extension.
5 The contract value we're looking to increase
6 it by \$65,270 and we're looking to extend the
7 terms until May 19, 2022.

8 The retroactive amendment to the
9 personal services agreement for Liro is
10 construction management of the effluent
11 screening and disinfection system at Cedar
12 Creek water pollution control plant. The
13 project is in the final process before treated
14 effluent is released into the outfall.

15 This amendment is necessary because
16 we encountered a fire on October 11th and with
17 the COVID-19 parts became almost impossible to
18 find. And unfortunately, it slipped by us and
19 we didn't realize we needed to come before you
20 guys again for the amendment.

21 The department recommends the time
22 extension of 12 months to expire on 5-20, 2022
23 and an increase to the total cost ceiling of
24 \$2,111,609.40 for Liro Construction
25 Management.

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2 LEGISLATOR NICOLELLO: Any

3 questions? Thanks.

4 E-158, which is a contract with the
5 City of Glen Cove.

6 MR. FIELD: Good afternoon. Item
7 E-158-21 is a contract to provide funding for
8 police enforcement and stop DWI laws within
9 the confines of the City of Glen Cove. These
10 funds are specifically to be used for salary
11 to assist in preventing roadway injuries and
12 fatalities caused by DWIs during specific
13 holiday periods. The contract is funded by
14 New York State Stop DWI Foundation. All
15 proposed expenditures are made in accordance
16 with the yearly budget plan and all expenses
17 are 100 percent reimbursable. The initial
18 encumbrance for 2021 is \$6,000.

19 LEGISLATOR NICOLELLO: Any

20 questions? Thank you again.

21 E-167, Gannett Fleming.

22 MR. FALKOWSKI: This is a
23 personal service agreement. Time extension
24 only. We seek an additional 24 months ending
25 on 12-31, 2023. The project is a subject of a

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2 New York State Department Environmental
3 Conservation consent agreement. The project
4 is the rehabilitation of the second to last
5 process at the Bay Park South Shore water
6 reclamation facility.

7 NTP on the construction was delayed
8 more than a year due to a delay with the
9 construction contractor's vendor portal
10 registration. Countywide and departmental
11 contract processing and disclosure review was
12 initiated and will likely lessen the
13 likelihood of similar delays. The department
14 recommends that the time extension of 24
15 months to expire on 12-31, 2023 for Gannett
16 Fleming Engineers and Architects be approved
17 as submitted.

18 LEGISLATOR NICOLELLO: Any
19 questions? Thank you. Appreciate it.

20 Next two contracts are with the
21 county attorney's office. E-159 with the
22 contract with Sokoloff Stern.

23 MR. LIBERT: Good afternoon
24 legislators. Brian Libert from the county
25 attorney's office. This is a contract with

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2 the law firm of Sokoloff Stern for the case
3 known as Becidan against Nassau County. Happy
4 to answer any questions you may have.

5 LEGISLATOR NICOLELLO: Federal
6 civil rights lawsuit?

7 MR. LIBERT: Yes.

8 LEGISLATOR NICOLELLO: Any
9 questions? Why don't you go to the next one
10 E-160 with Lewis Johs' office.

11 MR. LIBERT: 160 is also a
12 services contract for legal services on a
13 civil rights case with the law firm of Lewis
14 Johs. If you have any questions I'm also
15 happy to address the same.

16 LEGISLATOR NICOLELLO: Any
17 questions on this one? No. That's it. Thank
18 you Brian.

19 Human Resources, E-163.

20 MS. MALHAME: Allison Malhame,
21 deputy chief commissioner of shared services.
22 This is 163?

23 LEGISLATOR NICOLELLO: Yes.

24 MS. MALHAME: This contract is to
25 provide health and prescription drug insurance

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2 to eligible Nassau County employees as well as
3 their dependents. The health benefits
4 committee, comprised of representatives of the
5 six unions and five county departments, was
6 tasked with selecting an insurer to replace
7 the current Aetna OAMC plan proposed 2014
8 hires. And also select a new high deductible
9 health plan to be an option for those
10 bargaining units who have settled contracts.
11 Presently the DAI and SOA.

12 With guidance from the county's
13 health benefits consultant, Siegel, the
14 committee evaluated proposals and ensured
15 presentations to unanimously select two Empire
16 Blue Cross Blue Shield plans.

17 The Blue access TPO alternative
18 plan to NYSHIP proposed 2014 hires and
19 maintains the same or substantially similar
20 benefits with a targeted premium that is equal
21 to or less than 85 percent of similarly tiered
22 NYSHIP plans. The high deductible health plan
23 has a health savings account component that
24 will be administered by Empire Blue Cross Blue
25 Shield.

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2 LEGISLATOR NICOLELLO: Thank
3 you. Any questions on this? Thank you.

4 E-164.

5 MR. BLANCO: Good afternoon
6 everyone. I'm here to discuss the proposed
7 contract with VMG Health to be our smart
8 savings administrator for the county. My name
9 is Sergio Blanco. I'm here from the office of
10 the county comptroller and I'd be happy to
11 answer any questions.

12 LEGISLATOR NICOLELLO: Give us a
13 little detail about what the contract is.

14 MR. BLANCO: The county has an
15 ordinance that requires if two county
16 employees are both eligible for health
17 insurance plans the county essentially pays
18 one employee to not have health insurance.

19 Now, as a result of that, we have
20 to make those employees whole if they would
21 have had expenses that would have been covered
22 had they been able to have these separate and
23 individual health plans.

24 So, as the county does not have
25 employees with the requisite titles to do this

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2 kind of claims review, we outsource it to a
3 third-party vendor who is a smart savings
4 administrator who helps us review and audit
5 those claims for reimbursement for those
6 eligible county employees which is required by
7 the ordinance.

8 LEGISLATOR NICOLELLO: Any
9 questions? Thank you Sergio.

10 E-168 is a contract with Healthplex
11 Inc.

12 MS. MALHAME: Allison Malhame,
13 chief deputy commissioner of shared services.

14 The health benefits committee was
15 also the selection committee for a contract to
16 provide dental insurance to Nassau County
17 employees. Five proposals were received and
18 evaluated with Siegel's, our health benefits
19 consultant's advice and in the same manner as
20 the health insurance solicitation. Healthplex
21 was chosen due to offering the greatest
22 benefits and reimbursement schedule with no
23 disruption to provider networks at the same
24 cost since 2011 of 46.75 per employee.

25 LEGISLATOR NICOLELLO: Any

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2 questions on this one? Legislator Bynoe.

3 LEGISLATOR BYNOE: Thank you
4 Presiding Officer. Good day. Have you been
5 able to read the inspector general's report?

6 MS. MALHAME: Yes. I looked it
7 over about an hour before I got here and
8 contacted Healthplex who responded. They
9 responded that they have addressed, let's see,
10 all of the concerns and we sent that to the
11 inspector general.

12 LEGISLATOR BYNOE: And the
13 inspector general did she respond to you?

14 MS. MALHAME: No. That actually
15 came through Robert Cleary.

16 LEGISLATOR NICOLELLO: Jodi
17 Franzese is right there. You want to approach
18 the podium?

19 MS. FRANZESE: Good afternoon
20 everyone. Nice to see you. Yes, regarding
21 this matter we did receive information from
22 Robert Cleary that the issues that were in the
23 report, which is very long, if you get a
24 chance it's probably worth reading, that they
25 have been addressed.

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2 LEGISLATOR BYNOE: And these are
3 the concerns with the Department of Financial
4 Services, correct?

5 MS. FRANZESE: Yes. Exactly.

6 LEGISLATOR BYNOE: They were
7 extensive. So, they were able to respond that
8 quickly and advise that they were all taken
9 care of?

10 MS. FRANZESE: Yes. It looked as
11 if they had been trying to cure the issues in
12 the report for some time and it looks like
13 they have succeeded.

14 LEGISLATOR BYNOE: Did we ask the
15 question and was it answered regarding why
16 they did not disclose any of those issues in
17 their disclosure form to the county?

18 MS. FRANZESE: Reading the
19 disclosure forms and reading what the
20 examination was supposed to be, our office
21 landed where it seemed that it was fair that
22 the vendor wouldn't think that they needed to
23 disclose that particular information.
24 However, at this point now it is something
25 that the leg is aware of which is a good

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2 thing.

3 LEGISLATOR BYNOE: I mean, given,
4 and I haven't had the full time to review a
5 lot of it, but just in quick summary and some
6 of the work that our attorneys were able to
7 do, it looks like some of the summary of
8 violations on these explanation of benefits
9 and the number of appeals they were very high
10 and I think they're concerning in nature that
11 at some point it was considered by New York
12 State Department of Finance that they looked
13 at five cases and all five cases there were
14 violations which led them to then state that
15 they believe that they had a 100 percent
16 population that was in -- violations in these
17 populations, which is concerning. So, did we
18 look at the proof from Healthplex that shows
19 that these things were properly addressed?

20 MS. FRANZESE: We reviewed the
21 information that was provided to us by the
22 vendor through the chief procurement and
23 compliance officer.

24 LEGISLATOR BYNOE: Just this
25 morning?

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2 MS. FRANZESE: Just this morning,
3 yes. Which was why it wasn't on the list. I
4 apologize. It came after my 12 p.m. sending
5 you the list.

6 LEGISLATOR BYNOE: What were they
7 able to provide us? Information from the
8 state saying that these issues were addressed
9 or just communications from them to the
10 state?

11 MS. FRANZESE: The second one.
12 It was communications that they had with the
13 state.

14 And you have your information on
15 that?

16 MR. CLEARY: Robert Cleary, chief
17 procurement and compliance officer.

18 The review that we're talking about
19 appears to be an ongoing kind of standard
20 industry review, and the information that was
21 found is kind of a management, a periodic
22 management review. And in the course of that
23 process the vendor is given a report with
24 findings and the vendor does respond to those
25 findings and they've reported that they have

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2 addressed all those items.

3 I imagine that going forward we
4 would work with them to make sure we don't
5 have any ongoing issues. But this looks like
6 a pretty standard process. Kind of like
7 auditing in financials. Sometimes issues are
8 found, they're pointed out in an audit and
9 addressed and subsequently managed properly.
10 We can speak with the program regarding these
11 particular details though handled regarding
12 particular details.

13 LEGISLATOR BYNOE: I'm still just
14 trying for my clarification understand exactly
15 what we accepted as proof that these
16 violations, these issues were addressed with
17 the state and they were deemed to be at least
18 conditionally discharged or that there was
19 some level of an acceptance from the state?

20 MR. CLEARY: The statement we
21 received from the vendor was that previously
22 reported had been interim response information
23 and then they subsequently followed up and
24 responded to all issues by a certain date. I
25 can look that up to see what date that was.

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2 LEGISLATOR BYNOE: Did they
3 provide that information to us in writing or
4 was this a verbal communication?

5 MR. CLEARY: It was an email.

6 LEGISLATOR BYNOE: It was an
7 email but it was simply someone responding in
8 an email?

9 MR. CLEARY: Yes.

10 LEGISLATOR BYNOE: Was there any
11 attachments that supported --

12 MR. CLEARY: There was no backups
13 provided, no. It was the chief financial
14 officer, I believe, responding stating that
15 they had responded to all of the issues
16 materially by that date.

17 LEGISLATOR BYNOE: So, as our IG
18 has stated on the record and based on my
19 observations, some of these issues are
20 concerning and have adverse effects on
21 individuals who were participating in the
22 plan. So much so that the state did this
23 level of an audit and required some level of
24 corrective action and response from Healthplex
25 and I think we should have something in

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2 writing from Healthplex. I mean from the
3 state via Healthplex or the like. But it has
4 to be from the state that shows that, to me,
5 that they are actually in good faith working
6 towards resolving those issues. I think just
7 taking, although in writing, it's word of
8 mouth. It doesn't substantiate.

9 I don't think that we should be
10 moving forward on such a -- it's a \$20 million
11 item. I have some other issues or concerns
12 regarding this item as well. But given the
13 gravity of the issues that we were able to
14 find on this report and the last minute back
15 and forth of just this morning between
16 Healthplex and the county I feel uncomfortable
17 moving forward with this contract. I think we
18 have to have something in writing.

19 LEGISLATOR NICOLELLO: I agree
20 that we need some sort of response from the
21 Department of Financial Services. I don't
22 think we can take the word of the party that
23 was being investigated that yes, we've
24 complied with all the requests. We have to
25 substantiate.

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2 The only question I have is, what
3 is the timing of the current contract? In the
4 interim we can come back next week with this
5 item, but in the interim when does the current
6 contract expire?

7 MS. MALHAME: The current
8 contract expires this year. We need a new
9 contract in place for open enrollment very
10 soon. I believe, again, I'm not a lawyer --

11 LEGISLATOR NICOLELLO: When will
12 open enrollment begin?

13 MS. MALHAME: As soon as we get
14 the rates from NYSHIP which is usually
15 December 1st. First week of December.

16 LEGISLATOR NICOLELLO: We will
17 have a meeting next week. That gives you time
18 to contact the Department of Financial
19 Services and just confirm what you're being
20 told.

21 LEGISLATOR BYNOE: I agree. And
22 then given the impending expiration date being
23 December 31st, I think I should ask some of my
24 additional questions so they can prepare.

25 LEGISLATOR NICOLELLO: Sure.

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2 LEGISLATOR BYNOE: How many
3 responses did we have to this RFP?

4 MS. MALHAME: Five.

5 LEGISLATOR BYNOE: It was five
6 not eight? Because I think one document said
7 it was five and the other one said it was
8 eight.

9 MS. MALHAME: It was an RFQ. It
10 was an RFQ for dental and optical insurance.
11 So all together it could have been eight. But
12 there were five that responded for dental.

13 LEGISLATOR BYNOE: Of the five
14 where did Healthplex rate?

15 MS. MALHAME: It rated at the
16 top. Essentially because their reimbursement
17 schedule was the highest per event that you
18 have compared to the other vendors. As well
19 as their provider networks provided more
20 services for our members. For example,
21 retainers. They provide orthodontia and
22 things like that.

23 LEGISLATOR BYNOE: They provide
24 orthodontia you said?

25 MS. MALHAME: For orthodontia

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2 they provide retainers. Whereas, some of the
3 insurers did not. So they provided better
4 services for the amount of money that we could
5 spend.

6 LEGISLATOR BYNOE: Because as an
7 end user and having spoken to other end users
8 there's been some concern about the
9 reimbursements and the deductibles and
10 declamations that others are receiving
11 regarding what we would consider to be routine
12 dental work.

13 So, I'm really interested to maybe
14 if there's some level of side by side or
15 something that you can provide that
16 illustrates really where the benefit is for
17 dealing with Healthplex.

18 I notice that they're maintaining
19 their price with us. I kind of lost my
20 paperwork that I had my notes. But I notice
21 that they maintained the same price as the
22 last contract?

23 MS. MALHAME: That's collectively
24 bargained. That's a bargaining issue. That's
25 the maximum amount that we are able to spend

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2 per employee. That's been the same, from what
3 I understand, since 2011. That's why it's
4 difficult to find a provider that's going to
5 give you better benefits than we've had.

6 LEGISLATOR BYNOE: So many of us
7 have had dental services from other municipal
8 entities in this area and we're finding stark
9 difference from when I speak to employees of
10 the county who may have been employed at other
11 towns or in the region. We're finding that
12 the benefits that we receive from this
13 particular provider is really inferior to what
14 others are receiving.

15 Have we looked at what we're
16 receiving from Healthplex as a side by side
17 for any other municipal government in this
18 area to determine whether we're really getting
19 a good bang for our buck? Do we know what
20 Suffolk County employees are receiving and who
21 they might be receiving benefits from? Have
22 we done any kind of research?

23 MS. MALHAME: Not that I'm aware
24 of. But I think the comparison is what do you
25 get for 46.75 per month. Maybe, possibly, I'm

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2 not saying it is, but possibly some of the
3 plans that you're talking, some of the other
4 municipalities, maybe they spend more money
5 for the employees. I don't know that. That
6 would be an interesting study.

7 LEGISLATOR BYNOE: I think we
8 should undertake that study because maybe they
9 don't spend that much or maybe they do. But
10 the bottom line is we wouldn't know until we
11 do a study. In fairness, we could be paying
12 more than we should be when we do a comparison
13 to what others might be getting.

14 I know you're representing shared
15 services and I know that there has been a push
16 for us to share services. Do just that with
17 other municipal governments and maybe based on
18 economies of scale we could go out and do
19 better.

20 I think year after year going back
21 to Healthplex where, overwhelming, when I
22 speak to people who have had experiences with
23 other municipalities are sharing the same
24 sentiment. That the service and what we're
25 getting is inferior.

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2 So, I not only have a problem with
3 some of the concerns as it relates to the
4 state, I have a concern with -- that we might
5 not be doing justice for our employees. So, I
6 would like us to look at a side by side in the
7 immediate for the responses that came in and I
8 think it would benefit this body if we receive
9 that information.

10 MS. MALHAME: I understand what
11 you're saying. I want to reinforce that we
12 did have all six union representatives on the
13 committee as well as four county departments.
14 Yeah, there was some frustration. I'm not
15 sure Healthplex has been perfect. But they
16 were the best of what was offered to us.

17 And there was also concern about
18 having disruption of provider networks. That
19 if we changed providers suddenly people who've
20 been going to a certain dentist might not be
21 able to go there. But that aside, they did
22 offer the most financially best benefits.

23 LEGISLATOR BYNOE: How many
24 in-network providers do we have with
25 Healthplex?

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2 MS. MALHAME: I'd have to look
3 that up.

4 LEGISLATOR BYNOE: How many do
5 they go out and look to onboard per year and
6 how often are they able to retain their --
7 like, these are questions because I've had the
8 same dentist since 1992 and he has told me
9 single-handedly this is the worst plan that
10 I've ever walked in the door with. And I've
11 worked in private sector, I've worked in
12 not-for-profit and now I'm in public sector
13 with the same dentist and he said this is the
14 worst coverage I've ever walked in the door
15 with.

16 I know he's out of network so I
17 just kind of went along with it and I didn't
18 really lament a lot about it. But when I
19 started hearing from other people that they're
20 having similar experiences it begs the
21 question.

22 Again, I appreciate that all the
23 unions participated and that they were in some
24 way able to kind of focus on one and come back
25 to Healthplex or be able to get on one

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2 accord. But at the end of the day I think
3 that we owe them the opportunity to make the
4 best possible decision. If we had done some
5 research and determined, you know, what other
6 municipalities are doing. I think we need the
7 side by side. I know I do. So, my other
8 colleagues don't, I need it. I would like to
9 see who else came in, what else they offered
10 and I'd like to know what other municipalities
11 are utilizing and how they're providing
12 services to their employees. Thank you.

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

15 LEGISLATOR DERIGGI-WHITTON: I
16 saw that there was an option to renew for a
17 year. What does that entail should one do
18 like a more detailed comparison?

19 MS. MALHAME: I'm sorry, to renew
20 for a year?

21 LEGISLATOR DERIGGI-WHITTON: Yes.

22 MS. MALHAME: I'm actually not
23 sure about that. I think this contract was
24 five years with an option to renew after five
25 years.

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2 LEGISLATOR DERIGGI-WHITTON: At
3 this point in the term -- it does say in the
4 existing contract that we do have the option
5 for two one-year extensions. If you could
6 just take a look at that. Because maybe
7 that's what's necessary just to see if we can
8 get a more competitive -- maybe it is the best
9 we can get for that amount. But it sounds
10 like we've had a lot of issues with people
11 really not getting reimbursed at all for
12 certain things. It's worth looking at.

13 LEGISLATOR NICOLELLO: We'll be
14 tabling this because of the information that's
15 needed from the Department of Financial
16 Services. But since there were
17 representatives from all the major unions
18 involved with this process I'm hesitant to try
19 and second guess the decisions that they have
20 made for their own employees. But we can
21 discuss this when we call it again next week.
22 But again, we need that information from the
23 Department of Financial Services.

24 MS. MALHAME: Thank you.

25 LEGISLATOR NICOLELLO: Motion by

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2 Legislator Bynoe to table. Seconded by
3 Legislator DeRiggi-Whitton. All in favor of
4 tabling signify by saying aye. Opposed? The
5 item is tabled. Thank you again.

6 Those are all the contracts that we
7 have. Is there any public comment on these
8 contracts? Hearing none, now I'm going to
9 call the contracts for a vote. I'll just run
10 through the numbers real quickly so we're
11 clear.

12 A-25, A-46, A-54, E-157, E-161,
13 A-60, A-62, A-63, A-67, A-68, A-69, A-70,
14 A-61, A-65, B-27, B-30, E-152, E-153, E-154,
15 E-155, E-158, E-167, E-159, E-160, E-163 and
16 E-164.

17 Any further debate or discussion
18 among the legislators? Hearing none, all in
19 favor signify by saying aye. Those opposed
20 carries unanimously. Rules Committee will go
21 into recess and Public Safety is next.

22 (Committee recessed at 2:46 p.m.)

23 (Committee reconvened at 3:40 p.m.)

24 LEGISLATOR NICOLELLO: Call the
25 Rules Committee out of recess. We have a

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2 consent calendar which consists of items that
3 went through other committees moments ago.
4 It's been agreed that no further debate or
5 discussion is required on these items in the
6 Rules Committee now.

7 Item 376, 378, 379, 380, 382, 383,
8 384, 387, 388 and 390, which is on the
9 addendum. Those are the items. Moved by
10 Legislator Schaefer. Seconded by Deputy
11 Presiding Officer Kopel. Any debate or
12 discussion? All in favor signify by saying
13 aye. Those opposed? Carries unanimously.

14 There's one item I'll call
15 separately. Did not go through other
16 committees. 391 of 2021. An ordinance making
17 certain determinations pursuant to SEQRA and
18 authorizing the county executive on behalf of
19 the county to execute an intermunicipal
20 agreement with the Village of Flower Hill
21 authorizing the transfer of a section of
22 Middle Neck Road in the Village of Flower
23 Hill.

24 Moved by Legislator
25 DeRiggi-Whitton. Seconded by Legislator

1 Rules - 11-15-21

2 Rhoads. Any debate or discussion on this
3 item? Hearing none, all in favor signify by
4 saying aye.

5 Motion to adjourn? Moved by
6 Legislator Rhoads. Seconded by Legislator
7 Schaefer. All in favor of adjourning signify
8 by saying aye. Those opposed? We are
9 adjourned.

10 (Committee adjourned at 3:41 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 19th day of
November 2021

FRANK GRAY