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6 NASSAU COUNTY LEGISLATURE

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8 RICHARD NICOLELLO

9 PRESIDING OFFICER

10

11 RULES COMMITTEE

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13 LEGISLATOR RICHARD NICOLELLO

14 CHAIR

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16

17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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22 Monday, March 7, 2022

23 1:18 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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1 Rules - 3-7-22

2 LEGISLATOR NICOLELLO: I'm
3 calling this meeting of the Rules Committee to
4 order. Ask you to all rise and ask Legislator
5 Bill Gaylor to lead us in the pledge.

6 Mike could you call the roll
7 please?

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

10 LEGISLATOR BYNOE: Here.

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

13 LEGISLATOR DERIGGI-WHITTON:
14 Here.

15 MR. PULITZER: Ranking Member
16 Kevan Abrahams.

17 LEGISLATOR ABRAHAMS: Here.

18 MR. PULITZER: Legislator Laura
19 Schaefer.

20 LEGISLATOR SCHAEFER: Here.

21 MR. PULITZER: Legislator Steven
22 Rhoads.

23 LEGISLATOR RHOADS: Present.

24 MR. PULITZER: Vice-chairman
25 Howard Kopel.

1 Rules - 3-7-22

2 LEGISLATOR KOPEL: Here.

3 MR. PULITZER: Chairman Richard
4 Nicolello.

5 LEGISLATOR NICOLELLO: Here.

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

8 LEGISLATOR NICOLELLO: Thank
9 you. As we always do we're going to start
10 with the contracts first and I'm going to call
11 them all at once. A-1 and A-9 of 2022.
12 Resolutions authorizing the commissioner of
13 shared services to award and execute a
14 purchase order or a blanket purchase order
15 between the county of Nassau and All Island
16 Equipment Corp. American Communications
17 Industries.

18 B-1 of 2022. A resolution
19 authorizing the county executive to authorize
20 and execute a contract between the county and
21 E&A Restoration.

22 E-4, E-6, E-7, E-8, E-9, E-10,
23 E-11, E-12, E-13, E-15, E-16 of 2022. These
24 are resolutions authorizing the county
25 executive to execute personal services

1 Rules - 3-7-22
2 agreements or amendments to personal services
3 agreements between the county and Bee Ready
4 Fishbein, LK McLean Associates, Liro
5 Engineers, Cashin Associates, Aecom, De Bruin
6 Engineering, Arcadis and Hazen,
7 Greenman-Pederson, RTR Financial and CH2M Hill
8 Engineering.

9 Moved by Deputy Presiding Officer
10 Kopel. Seconded by Minority Leader Abrahams.

11 The first order of business, now
12 that they all have been called, is we have two
13 contracts that will be tabled. The inspector
14 general has not finished her investigation of
15 these two contracts. Motion to table
16 contracts B-1 and E-12 of 2022. Moved by
17 Legislator Schaefer. Seconded by Legislator
18 Rhoads. All in favoring of tabling those two
19 contracts signify by saying aye. Those
20 opposed? They are tabled. That was B-1 of
21 2022 and E-12 of 2022.

22 Go to the IT contract to start
23 things off. A-9 of 2022. Information
24 Technology American Communications
25 Industries.

1 Rules - 3-7-22

2 MR. JACOVINA: Good afternoon.

3 Joe Jacovina, IT deputy commissioner.

4 A-9 2022 American Communication
5 Industries, Inc., also known as ACI. This is
6 to award a blanket purchase order to ACI for a
7 period of one year with option to renew for an
8 additional four one-year periods. ACI
9 provides support for the county's phone
10 systems. Supports phone related moves adds
11 and changes, trenching, lays conduit, pulls
12 cable, runs fiber lines both externally and
13 internally and provides related equipment for
14 various county projects.

15 The police department and the DA
16 also utilizes ACI services under the existing
17 blanket.

18 The bid was viewed by 27 vendors.
19 Two submitted bids and ACI was the low
20 bidder. I will be happy to answer any
21 questions you may have.

22 LEGISLATOR NICOLELLO: Is this a
23 new contract or is this something that we've
24 had?

25 MR. JACOVINA: ACI has been with

1 Rules - 3-7-22

2 the county.

3 LEGISLATOR NICOLELLO: The total
4 is \$16 million. Is that spread over four
5 years? The maximum amount is \$16 million
6 according to my backup.

7 MR. CLEARY: Robert Cleary.
8 Contract is \$16 million over five years.

9 LEGISLATOR NICOLELLO: Any
10 concern that we only have two bidders on
11 this? It's such a large contract.

12 MR. CLEARY: Not particularly.
13 It's maintenance and phone systems. They're
14 both established vendors I believe. I don't
15 thing there was any question about whether
16 either could perform the services. This is
17 one we're familiar with. So we don't have any
18 real concerns there. You're not going to get
19 too many vendors in a market like this.

20 LEGISLATOR NICOLELLO: Any other
21 questions? Legislator DeRiggi-Whitton.

22 LEGISLATOR DERIGGI-WHITTON: Does
23 this contract -- I know it covers maintenance
24 and upgrades, but what about new equipment?
25 Does it cover it also?

1 Rules - 3-7-22

2 MR. JACOVINA: Yes, it does cover
3 new equipment as required. The contract also
4 calls for -- because we have many variables
5 going forward, especially with phone
6 technology, the vendor is asked to be flexible
7 over the next five years.

8 What we have been using this vendor
9 for is we've been greatly improving our WiFi
10 availabilities in our parks. This vendors
11 does a lot of work around that. He also
12 assists us in the moves. We're currently
13 supporting the TPVA. He was available to
14 provide services for the family court and we
15 expect a lot of additional moves.

16 As departments moves we try to do
17 two things. When we move a department to
18 their new space we try to increase and improve
19 the infrastructure to meet the current
20 technology requirements. And the space that
21 they're vacating we do the same thing. We try
22 and upgrade wherever we can.

23 This vendor also provides services
24 for the jail where it's a specialized cabling,
25 specialized wiring because of the cinder

1 Rules - 3-7-22

2 block, the safety concerns and this vendor has
3 done a good job for us over the past five
4 years.

5 LEGISLATOR DERIGGI-WHITTON: Are
6 these primarily for like the stationary phones
7 or is it for cellular phones also?

8 MR. JACOVINA: The WiFi would be
9 for networking and cell phones. But they do
10 provide for the land line maintenance also.

11 LEGISLATOR DERIGGI-WHITTON: This
12 provides for all the cell phones in the county
13 as well as all the land locked ones?

14 MR. JACOVINA: It provides for
15 the infrastructure to support that. The
16 county itself supports the cell phones. The
17 mobile devices the county IT supports.

18 LEGISLATOR DERIGGI-WHITTON: So
19 there's no phones just the structure?

20 MR. JACOVINA: Yes.

21 LEGISLATOR NICOLELLO: Legislator
22 Schaefer.

23 LEGISLATOR SCHAEFER: I don't
24 know if I really have a question now but I
25 will ask some semblance of it anyway. So, you

1 Rules - 3-7-22

2 had said before it covers for new phones. So
3 you're saying it's the infrastructure. But I
4 think Legislator DeRiggi-Whitton asked if it
5 covers new phones or a new system. Is that if
6 you're hooking up a new line or something?

7 MR. JACOVINA: No. We support,
8 the county supports the infrastructure for the
9 phone system. We support that equipment.
10 This vendor does not purchase that equipment
11 for us. This vendor will support us in
12 maintaining that equipment or if we have
13 changes, adds and deletes to that equipment.

14 LEGISLATOR SCHAEFER: What if you
15 purchase some new kind of -- a totally
16 different kind of system, different type of
17 phone? I don't know. The way it's changing.

18 MR. JACOVINA: County IT would
19 make that decision with the appropriate input
20 from other areas. This vendor would then
21 assist us in installing that if we require new
22 lines, new fiber, trenching, etcetera.

23 LEGISLATOR SCHAEFER: Thank you.

24 LEGISLATOR NICOLELLO: Anyone
25 else? Thank you very much. Next contract is

1 Rules - 3-7-22

2 with the county attorney and it's E-4 of 2022
3 with Bee Ready Fishbein.

4 MR. LIBERT: Good afternoon
5 legislators. Brian Libert from the county
6 attorney's office. This is a contract for
7 legal services with the law firm of Bee Ready
8 Fishbein Hatter and Donovan. It is a case
9 specific contract in that it does identify the
10 matters that are being handled and they are
11 available in the appendix there for you and
12 therefore I'm not going to list them all. And
13 if you have any questions I'm more than happy
14 to answer the same as always.

15 LEGISLATOR NICOLELLO: Our
16 understanding is that the law firm has been
17 providing the services under this contract
18 since 2018; is that correct or not?

19 MR. LIBERT: That is correct.

20 LEGISLATOR NICOLELLO: Why is
21 this coming to us in 2022?

22 MR. LIBERT: I think there are a
23 variety of answers to that question and I'm
24 going to give you as many of them as I can
25 think of right now. I think there are a bunch

1 Rules - 3-7-22

2 but, first of all, this contract, prior to its
3 newest amendment that you're seeing is called
4 a qualified areas contract. Which our office
5 was more or less asked not to do and
6 discouraged from doing by this body.

7 So, there was a move in our office
8 to create a budget and a spend for each
9 individual matter that was assigned and that
10 process was very arduous. I was personally
11 involved in it as were the members of the law
12 firm. There was a significant back and forth
13 between the county and the law firm and a lot
14 of that time is represented here. Also
15 because of the amount of work they were doing
16 in the first place. That's sort of the number
17 one main reason.

18 I would add also and for the record
19 I will say, though no one really wants to hear
20 it, but we did have COVID in between also
21 which did create some sort of delay even in
22 our ability to do some of the administration.
23 Those are the two primary reasons without
24 rambling.

25 LEGISLATOR NICOLELLO: The budget

1 Rules - 3-7-22

2 that you're talking about it's a litigation
3 budget you said?

4 MR. LIBERT: Litigation budgets I
5 would use that term loosely because some of it
6 is mediation and arbitration. But litigation
7 to the extent that our office is doing legal
8 services. So it's all adversarial, legal in
9 nature.

10 LEGISLATOR NICOLELLO: How many
11 specific cases are they working on, ballpark,
12 under this contract?

13 MR. LIBERT: At least 20 or 30.
14 I can get you the exact number. I just happen
15 to not have it in front of me but it is
16 available to me. Just literally not in right
17 in front of me.

18 LEGISLATOR NICOLELLO: Obviously
19 COVID slowed things up, especially in the
20 first part of 2020, but it really isn't an
21 excuse that you couldn't get the litigation
22 budget straightened away. It's not an excuse
23 for nor that length of a delay. Was this
24 contract being deliberately held up?

25 MR. LIBERT: I don't believe so.

1 Rules - 3-7-22

2 I certainly wasn't holding it up and certainly
3 there was no indication from anyone that I
4 worked for that it was being held up. So, I
5 don't believe so.

6 LEGISLATOR NICOLELLO: Okay.

7 Does anyone else have any questions?

8 Legislator DeRiggi-Whitton.

9 LEGISLATOR DERIGGI-WHITTON: Just
10 to kind of follow-up on that. Did they
11 already have an existing contract?

12 MR. LIBERT: Yes.

13 LEGISLATOR DERIGGI-WHITTON: So
14 they were working knowing that they had the
15 existing contract and then hoping that this
16 one would come into play? How did they do
17 this much work or work for this long without a
18 contract for the county?

19 MR. LIBERT: I think it's a very
20 fair question. The point that you made is
21 actually probably the most astute. Which is
22 that they did have a prior relationship and a
23 prior contract with the county. So that, I
24 don't want to put myself in anybody's head,
25 but one would think that their expectation was

1 Rules - 3-7-22

2 that this was going to happen at some point
3 even though they were advised, as every firm
4 that works for the county is, that all work is
5 done at your peril until these fine
6 legislators approve that work. So they know
7 that.

8 But to answer your question, I
9 think that was their expectation because they
10 did have the prior contract. But it was at
11 their own peril. I'm happy to say that for
12 the record. I don't know if I'm happy but
13 it's the truth.

14 LEGISLATOR DERIGGI-WHITTON: Just
15 to put it on the record, I'm not blaming you
16 or anyone but the 19 of us here take severe
17 offense to a contract being in existence for
18 three years before it comes to us. It
19 basically eliminates our position. Again, I'm
20 not pointing you out personally but we really
21 hope, I think it's the whole body, that this
22 is a thing of the past very shortly.

23 MR. LIBERT: Not only do I agree
24 and I take it professionally and personally to
25 heart, as you all know now who have known me,

1 Rules - 3-7-22

2 this is my role here working on this outside
3 counsel. So this is something that has been
4 sort of sticking with me and I'm glad to see
5 it go away and I am very hopeful and to say I
6 hope this never happens again. And that is my
7 goal as the outside counsel coordinator. Yes,
8 of course.

9 LEGISLATOR NICOLELLO: I mean,
10 just to get back to the point. I'm not sure
11 what other contracts are in the works but
12 having difficulty establishing a litigation
13 budget is not an excuse for this length of
14 time or anything near this length of time. We
15 expect to get these contracts promptly in the
16 future. You're developing a litigation
17 budget, again to echo what Legislator
18 DeRiggi-Whitton said, basically frustrated our
19 role in the process which is to approve these
20 contracts. Going forward we want to see these
21 in a timely fashion.

22 MR. LIBERT: Totally understood
23 legislator.

24 LEGISLATOR NICOLELLO: Anyone
25 else? Thanks Brian.

1 Rules - 3-7-22

2 Next contract is with the
3 treasurer. E-15 of 2022. RTR Financial.

4 MS. ENELLA: Good afternoon.
5 Lisa Enella, deputy county treasurer. The
6 item that you have before you is for debt
7 collection by RTR Financial Services and this
8 is for various departments within the county
9 where collection services are necessary.

10 LEGISLATOR NICOLELLO: Is this a
11 new contract?

12 MS. ENELLA: This is a new
13 contract with a new vendor combining two
14 previous contracts that expired with other
15 vendors.

16 LEGISLATOR NICOLELLO: So the
17 contractor gets a commission based on what is
18 collected?

19 MS. ENELLA: Correct.

20 LEGISLATOR NICOLELLO: Are there
21 guidelines in place as to --

22 MS. ENELLA: There is. There are
23 specific percentages for each of what they're
24 entitled to collect and it's done based on
25 what collections they're based on.

1 Rules - 3-7-22

2 LEGISLATOR NICOLELLO: I guess my
3 question is, are there are guidelines in place
4 for which matters get referred to RTR as
5 opposed to handled in-house?

6 MS. ENELLA: So, it's by
7 department. So it's for hotel-motel tax
8 collection done by the treasurer's office.
9 It's drug and alcohol fees. Consumer affairs
10 fees, DPW fees, assessment fines and county
11 attorney violations.

12 LEGISLATOR NICOLELLO: My concern
13 though is we'd rather have these handled
14 in-house until the last possible moment and
15 don't want to see county employees sending
16 these debt collection matters out. First of
17 all, we have to pay a commission. But
18 secondly, if it can be handled by county
19 employees it should be.

20 MS. ENELLA: I believe there is a
21 certain period of time in which it is done by
22 the county and then if it doesn't work out it
23 goes for the collection services.

24 LEGISLATOR NICOLELLO: I think
25 the backup said they're subject to the fair

1 Rules - 3-7-22

2 debt collection guidelines?

3 MS. ENELLA: Right.

4 LEGISLATOR NICOLELLO: Does the

5 county have anything on top of that?

6 Obviously that's the law. But does the county

7 have any other requirements in terms of

8 avoiding having some of these done

9 excessively?

10 MS. ENELLA: I don't know. I

11 think that would be by each individual

12 department what they are sending for

13 collection.

14 LEGISLATOR NICOLELLO: Anyone

15 else have any questions?

16 LEGISLATOR DERIGGI-WHITTON: I

17 just have a question regarding the TPVA role.

18 Am I correct in remembering that they had a

19 different contract for collections or is this

20 going to cover that?

21 MS. ENELLA: That I'm not sure.

22 We reached out to each department and asked

23 what they had for debt collection that would

24 fall under this contract. So we're just

25 picking up some small fees and fines.

1 Rules - 3-7-22

2 LEGISLATOR DERIGGI-WHITTON: I
3 sort of remember a contract where TPVA, we
4 were paying a company to collect for TPVA
5 fines not that long ago. We were discussing
6 whether or not boots could be implemented and
7 things like that.

8 MS. ENELLA: I'm not sure.

9 LEGISLATOR DERIGGI-WHITTON: Is
10 there a way you can check and get back to us
11 before full leg because that stuck in my
12 mind?

13 MS. ENELLA: Okay.

14 LEGISLATOR NICOLELLO: Anyone
15 else? Thank you.

16 Next contracts are with DPW. First
17 is with A-1 with All Island Equipment.

18 MR. FALKOWSKI: I'm Vinnie
19 Falkowski, deputy commissioner with Public
20 Works. This is a purchase order for All
21 Island Equipment. The contract value is
22 \$557,700. The item is for snow removal
23 equipment that is being funded by the MTA's
24 third track project. The equipment includes a
25 payloader and two snowblower attachments.

1 Rules - 3-7-22

2 This will assist the department in clearing
3 snow from the newly constructed underpasses on
4 county roads. The department recommends this
5 purchase order for All Island equipment be
6 approved as submitted.

7 LEGISLATOR NICOLELLO: Is it
8 completely funded by the MTA?

9 MR. FALKOWSKI: Yes.

10 LEGISLATOR NICOLELLO: I have in
11 my neighborhood, in my district, there were
12 two grade crossing eliminations and the
13 underpasses are extremely steep. So I can see
14 why additional equipment will be needed.

15 Anyone else have any questions?

16 No. We can go to the next one which is E-6 of
17 2022, LK McLean Associates.

18 MR. LUTZ: Harold Lutz, Nassau
19 County Department of Public Works, director of
20 traffic engineering. This contract is for an
21 amendment actually to an existing contract to
22 extend the construction inspection services
23 for the signal expansion phase three project.
24 The original project experienced some delays
25 during the winter months and we also had

1 Rules - 3-7-22

2 equipment procurement problems, whether it be
3 anything with a chip that has come up short
4 and dry during COVID. There were also
5 staffing issues during the project in terms of
6 manpower both for the contractor and for some
7 of the consultants as well.

8 There were also some typographical
9 errors in the original contract which this
10 amendment was working to correct as well.

11 There's a rate issue where the
12 contractor lists an engineer to do the work or
13 a title I should say as resident engineer.
14 The resident engineer that we selected had a
15 higher approved rate by the county but it was
16 not reflected in the original contract. The
17 contract really should not be including that.
18 However, just to make up the difference in the
19 money to the contractor to extend it for 12
20 additional months we're looking to approve the
21 amendment to this contract.

22 LEGISLATOR NICOLELLO: Deputy
23 Presiding Officer Kopel.

24 LEGISLATOR KOPEL: Thank you.
25 So, this is coming close to doubling the

1 Rules - 3-7-22

2 original amount. In other words, you're
3 increasing the salary for a project manager,
4 right?

5 MR. LUTZ: The original contract
6 value covers that value. The \$800,000
7 increase covers the delay to the project due
8 to the COVID pandemic and the impact that that
9 had on procurement.

10 LEGISLATOR KOPEL: Weren't they
11 not actually doing their services during --

12 MR. LUTZ: No. During the
13 pandemic what their job is to do is to try to
14 secure those items to get the contract keep
15 moving. To still work New York State DOT on
16 any reimbursement. Because there were several
17 claims and work that has already been
18 ongoing. When that work starts we work to
19 review the invoices. The invoices go through
20 our system here. They're approved. Once we
21 pay a contractor, then we go back to New York
22 State DOT to receive 80 percent reimbursement
23 on those contracts. So a resident engineer
24 would be responsible for that work.

25 LEGISLATOR KOPEL: In other

1 Rules - 3-7-22

2 words, the county was delayed but they were
3 not? They were actually working?

4 MR. LUTZ: Yes. They worked the
5 entire time during COVID. We didn't stop
6 anything for construction other than maybe one
7 or two days in the very, very beginning of the
8 shutdown.

9 LEGISLATOR KOPEL: And this
10 particular type of work, is this something
11 that requires the continuity of the same
12 contractor?

13 MR. LUTZ: It most certainly
14 does. You would want the same resident
15 engineer on the project. To bring in a
16 different resident sometimes it brings in a
17 different personality. The person has to come
18 up to speed on the project. We did secure a
19 licensed professional engineer to be the
20 resident engineer on this project. There were
21 a lot of technical issues on the project.
22 There were some design changes as well prior
23 to the beginning of the project which actually
24 pushed some of the beginnings back.

25 LEGISLATOR KOPEL: So you don't

1 Rules - 3-7-22

2 want to rebid. I got it. Thank you.

3 LEGISLATOR NICOLELLO: Any other
4 questions? Thank you Harold.

5 E-7 of 2022 with Liro.

6 MR. LUTZ: Good afternoon again.
7 This is an extension for the contract
8 retroactive to May of 2020 when the original
9 contract expired to basically I believe it's
10 July of 2020. The construction is completed.
11 Upon completion of construction the resident
12 needs to do the project closeout for this
13 project and we are asking for the amendment to
14 cover that time period so that we can pay the
15 contractor. There's no additional cost
16 involved in this. This is just a time issue.

17 During the time of the submittal
18 for the amendment obviously we're in the midst
19 of COVID, but also the company itself was
20 purchased by another company. So we ended up
21 having to add in new vendor disclosure forms
22 and it kind of went through the system a
23 number of times to get those things squared
24 away and straightened out.

25 It was a larger company and we're

1 Rules - 3-7-22

2 finding with larger companies when we're going
3 through the ECRS system, or the vendor portal
4 specifically, you know, a 10,000 person firm
5 can have many, many people for vendor
6 disclosure forms and we're not allowed to
7 proceed without that work or without that
8 vendor portal information. So that also adds
9 to the delay of the project.

10 We have already received
11 reimbursement for this project. We're just
12 waiting to close this out so we can pay the
13 contractor.

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

16 LEGISLATOR DERIGGI-WHITTON: Hi
17 Harold. I just have a couple of questions
18 regarding the disclosure forms and I
19 understand it's a big being company. But I
20 just want to make sure you're aware and you're
21 okay with a few of these. Including one that
22 the contractor responded to the question
23 regarding whether or not have they ever been
24 late with taxes in the past five years. And
25 they did state they were delinquent in the

1 Rules - 3-7-22

2 filing of commercial rent tax. Are you aware
3 of that?

4 MR. LUTZ: They do disclose the
5 information in the contract. But for the
6 purposes of our work, Liro has done a
7 significant amount of work for the county
8 historically and continues to provide very
9 good services to us. We have no issues with
10 that and I believe these are all reviewed
11 through the comptroller's office and the IG
12 when they do go through. So it not only met
13 our approval but as well as the rest of the
14 procurement procedure.

15 LEGISLATOR DERIGGI-WHITTON: Only
16 because it's here, I just want to put on the
17 record that Liro also disclosed that they had
18 a violation found by the commissioner of
19 environmental protection from the City of New
20 York. They received penalties and payments of
21 \$3,000. Again, I just want to make sure that
22 we're fully aware of that. And it sounds like
23 the hearing was held on August 2021.
24 Stipulated penalty was agreed to by the
25 parties of \$3,000 and it's now closed. But

1 Rules - 3-7-22

2 it's just something to be aware of that they
3 have had some environmental issues.

4 MR. LUTZ: Absolutely. And
5 that's something that did occur after this
6 project work was completed. But like I said,
7 we do use Liro for a significant amount of
8 work and I do believe, as you said, they paid
9 their penalty and were hopefully enlightened
10 to the procedures as to what they have to do.

11 LEGISLATOR DERIGGI-WHITTON: I
12 feel better hearing you say that you're
13 enlightened about it. Because that's
14 something we really want to keep an eye on.
15 Especially environmentally.

16 LEGISLATOR NICOLELLO: Anyone
17 else? Thanks. Next one is E-8 with Cashin.

18 MR. LABAW: Good afternoon
19 legislators. Robert Labaw, architect for
20 DPW. The amendment that you have before you
21 this afternoon is amendment number 3 to a
22 contract with Cashin Associates. This is for
23 payment purposes. The work has already been
24 performed. No additional new work will be
25 performed with this amendment.

1 Rules - 3-7-22

2 Cashin Associates performed design
3 and construction administration under this
4 contract on the Milburn Creek boat basin
5 project which was severely damaged during
6 Sandy. The work that they performed was in
7 accordance with the agreement which included
8 construction administration. That project was
9 delayed on the initial startup. It was
10 somewhat delayed during construction with some
11 field conditions that were found.

12 Cashin Associates continued to
13 provide construction administration services
14 above and beyond the call of duty as far as
15 the contract was concerned. That project was
16 completed and was very successful.

17 We filed amendment number two on
18 this contract which extended the terms but
19 those terms were exceeded by the duration of
20 the contract. Construction contract.

21 We tried to get amendment number
22 three before the legislature soon but at that
23 time a previous administration had determined
24 that we were not able to hear this contract.

25 Cashin Associates contacted DPW to

1 Rules - 3-7-22

2 see how we could resolve the payment issue.
3 Our counsel asked them to file a claim with
4 the county attorney. The county attorney
5 examined it and got back to us after a long
6 period of time with the fact that we again had
7 to go back for a third amendment. Which we
8 processed and that's the rational behind our
9 appearing this afternoon before you.

10 Again, this is strictly for payment
11 for services already performed. No new work
12 will be done under this amendment.

13 LEGISLATOR NICOLELLO: Any
14 questions? Okay. Thanks for that.

15 Next contract is with Aecom USA.
16 You're handling the other one? There's two
17 contracts with Aecom. If you're handling them
18 both you can handle them both now.

19 MR. FALKOWSKI: I have E-9, E-10
20 E-11 and E-16. Item E-9-22. This is a
21 retroactive amendment to a personal service
22 agreement with Aecom USA, Inc. This is a time
23 extension only. No monetary adjustment.
24 Current contract terms were 2-3, 2016 to
25 12-31, 2019. The proposed contract terms are

1 Rules - 3-7-22

2 to add an additional 24 months ending on
3 12-31, 2023.

4 The project is the subject of a New
5 York State Department of Environmental
6 Conservation consent agreement. The amendment
7 is for design-related construction and O and M
8 services for the Bay Park raw sewage pumping
9 facility currently in construction.

10 The project this firm is servicing
11 experienced several delays which created the
12 need for this amendment. The department
13 recommends that a time extension of 24 months
14 to expire on 12-31-23 for Aecom USA be
15 approved as submitted.

16 LEGISLATOR NICOLELLO: Any
17 questions? We're good. What did you say, you
18 had E-10, right?

19 MR. FALKOWSKI: Yes sir.

20 LEGISLATOR NICOLELLO: Let's go
21 to that one.

22 MR. FALKOWSKI: Amendment one to
23 a personal service agreement with De Bruin
24 Engineering EC. Increased cost ceiling. It
25 was originally \$1 million. It's proposed to

1 Rules - 3-7-22

2 increase it to \$2 million. This is a contract
3 to provide on-call construction management
4 services in relation to the county's
5 environmental facilities.

6 The justification is after De
7 Bruin's agreement was approved, the department
8 decided to proceed with \$2 million cost
9 ceilings for the other on-call CM service
10 agreements. Increasing De Bruin's cost
11 ceiling will provide cost parity consistency
12 with the other facilities' on-call CM
13 agreements. The department recommends this
14 amendment for De Bruin Engineers be approved
15 as submitted.

16 LEGISLATOR NICOLELLO: Any
17 questions? Legislator DeRiggi-Whitton.

18 LEGISLATOR DERIGGI-WHITTON: Do
19 you have any other reason to think that you're
20 going to need \$2 million?

21 MR. FALKOWSKI: It's a five-year
22 agreement. We have a design on call also.
23 We're starting to ramp up, doing all these
24 little repairs to keep the system in really
25 good operating condition. This is a great

1 Rules - 3-7-22

2 vehicle to manage the 2 to 3 or \$5 million
3 projects.

4 LEGISLATOR DERIGGI-WHITTON: It
5 just seems if their reason for increasing the
6 budget by 100 percent is just to be in line
7 with the other contractors.

8 MR. FALKOWSKI: What's going to
9 happen is, we'll run out of money with this
10 firm and then we won't get better prices
11 because the other firms -- the amount of
12 proposers on the missions, we put out
13 missions, will decrease. There's no guarantee
14 we're going to get to the full ceiling but we
15 think it's fair to have everyone have the
16 same. It's a shame we couldn't have pulled
17 this but it was already too late. This one
18 for some reason jumped ahead of everybody
19 else.

20 LEGISLATOR DERIGGI-WHITTON: I
21 just don't like to have another 100 percent
22 increase, another million dollars, justified
23 with the fact that the other guys got that. I
24 would like to see that like your costs might
25 have gone up or something.

1 Rules - 3-7-22

2 MR. FALKOWSKI: No. It's just to
3 provide parity with the other firms.

4 LEGISLATOR KOPEL: So, my
5 question is, this contract is for on call
6 which means that they're working on various
7 contracts as needed, right?

8 MR. FALKOWSKI: We call them
9 missions.

10 LEGISLATOR KOPEL: You can call
11 it whatever you'd like but that's what it is,
12 right?

13 MR. FALKOWSKI: Yes.

14 LEGISLATOR KOPEL: Why isn't this
15 being rebid? Why is this an extension and not
16 a new contract where you would go out for
17 bid?

18 MR. FALKOWSKI: We just went
19 through the round. We have four or five of
20 these firms. This one somehow jumped ahead of
21 the other firms.

22 LEGISLATOR KOPEL: What does that
23 mean?

24 MR. FALKOWSKI: We have a pool of
25 on-call firms that we have awarded to. This

1 Rules - 3-7-22

2 is one of I think it's five. All the other
3 firms got awarded \$2 million because the
4 decision was made by the department right
5 after this one with De Bruin was forwarded by
6 this body.

7 LEGISLATOR KOPEL: That doesn't
8 really answer the question, does it? In other
9 words, what I asked you was since this is an
10 on call it's not an ongoing single project
11 contract. Another firm could easily just jump
12 in and do it. It's not a continuity
13 situation. So, why is this being extended
14 instead of rebid?

15 MR. FALKOWSKI: We are requesting
16 to increase the budget for their work to be
17 commensurate with the other firms that were
18 awarded the exact same contract. It's like an
19 allowance. As they win missions they draw
20 down on.

21 LEGISLATOR KOPEL: All right. I
22 understand. Thank you.

23 LEGISLATOR NICOLELLO: Anyone
24 else? We're good. Next one.

25 MR. FALKOWSKI: E-11-22. This is

1 Rules - 3-7-22

2 a personal services agreement with Arcadis and
3 Hazen. A joint venture. It's a new on-call
4 program management services. The cost ceiling
5 is \$3,500,000 per year. The current contract
6 term is 12-6, 2021 through 12-5, 2026.

7 The description is to provide
8 capital project management. Grant application
9 preparation and management. Support vendor
10 responsibility determination activities and
11 support contract management activities on an
12 on-call basis for DPW.

13 The department recommends this
14 on-call program management agreement for
15 Arcadis and Hazen joint venture be approved as
16 submitted.

17 LEGISLATOR NICOLELLO: Any
18 questions? You have another one or are you
19 done? Just do that one.

20 MR. FALKOWSKI: E-16-22. This is
21 a retroactive amendment to a personal services
22 agreement with CH2M Hill Engineering. It is a
23 time extension only. The current contract
24 terms were 6-4, 2015 through 3-4, 2019. The
25 proposed contract terms are a 12-month

1 Rules - 3-7-22

2 extension to 12-30, 2020 with an option for
3 the commissioner to extend an additional 12
4 months to 12-30, 2021.

5 This amendment is a time extension
6 for construction management services on the
7 Bay Park STP electrical distribution system
8 phases two and three, unit substation two and
9 main unit substation. And replacement of
10 plant-wide electrical duct bank.

11 The amendment is for time only for
12 payment purposes as the work was completed in
13 2021. The department recommends this
14 amendment to CH2M Hill Engineering be approved
15 as submitted.

16 LEGISLATOR NICOLELLO: You may
17 have covered this, why is this two years
18 late?

19 MR. FALKOWSKI: There are a
20 myriad of issues with this firm going back and
21 forth. I think their PQ's timed out a couple
22 of times. They never stopped working.
23 They're not seeking any additional money. The
24 project was completed late last year.

25 LEGISLATOR NICOLELLO: I

1 Rules - 3-7-22

2 understand that. But why would it take two
3 years to get the amendment to us?

4 MR. FALKOWSKI: Again, it was
5 difficulty with the firm and their
6 qualifications, not qualifications, their
7 personal qualifications. It just seemed every
8 time we got across the finish line with one
9 hurdle they timed out and they had to go
10 back. They're an international firm.

11 LEGISLATOR NICOLELLO: We've had
12 an issue in the past with late contracts. I
13 think we were doing somewhat better. Today in
14 particularly there's contracts two, three,
15 four years old. And the problems with the
16 disclosures, I can understand can delay a
17 contract but two years? What can you do, you
18 being the Department of Public Works, to get
19 these to us in a timely fashion?

20 MR. FALKOWSKI: What my group is
21 doing we're trying to get to these earlier.
22 But this one again it kept timing out. It's
23 frustrating for us too. I do apologize.

24 LEGISLATOR NICOLELLO: Thank you.
25 Robert Cleary. Are you still

1 Rules - 3-7-22

2 tracking the contracts in terms of where they
3 are in the process to getting contracts and
4 amendments?

5 MR. CLEARY: Yes. Generally we
6 have everything in the system, yes.

7 LEGISLATOR NICOLELLO: Are you
8 seeing any, use a better term, backsliding, in
9 which contracts are now getting longer and
10 longer time getting submitted to the
11 legislature?

12 MR. CLEARY: I haven't done an
13 analysis recently in that regard. I'll do one
14 and get back to you. I think the Department
15 of Public Works last year made a concerted
16 effort to clean up some old records and this
17 is one of the stragglers from that process.
18 Just as the county attorney did as well. But
19 I can't say systematically exactly where we
20 are in that regard. I think you're right, I
21 think we are doing better, marginally better
22 than we have in the past. We still have more
23 improvement to go though.

24 The disclosure forms are a
25 challenge. They always will be. That's

1 Rules - 3-7-22

2 understood. Usually you don't have a case
3 where you have one principal or another.
4 Usually they usually come in in groups so that
5 they all are timely at the same time and you
6 can get the contract submitted. In this
7 particular case there may have been some
8 coordination problems on the part of the
9 vendor. But I will do an analysis and report
10 back.

11 LEGISLATOR NICOLELLO: We would
12 appreciate the analysis and report back.

13 LEGISLATOR DERIGGI-WHITTON:
14 Robert, can I just ask also, we used to get
15 that list of, I forget what it was called, I
16 call it late contracts. There was a softer
17 name.

18 MR. CLEARY: I think that's part
19 of the analysis that I'm going to have to do.

20 LEGISLATOR DERIGGI-WHITTON: I
21 think we need that regularly. Like almost for
22 every Rules Committee. I know I understand
23 there are reasons why contracts can be late.
24 But I think you called it, I forgot what you
25 called it, what do they call that list? It

1 Rules - 3-7-22

2 was retroactive contracts.

3 MR. CLEARY: Yeah.

4 LEGISLATOR DERIGGI-WHITTON: It

5 just gives us a heads up that you're number

6 one aware of it and if you have a short

7 explanation it could kind of save us some time

8 up here as well.

9 MR. CLEARY: I'll start
10 cataloging them.

11 LEGISLATOR DERIGGI-WHITTON: I
12 used to like that. I don't know why it
13 stopped but I think it would be good to get
14 that rolling again.

15 LEGISLATOR NICOLELLO: Any
16 others? Thank you. Which one did we not
17 cover? 13? Let's go back to 13.

18 MR. LUTZ: Good afternoon. This
19 contract is for an on-call traffic services
20 contract with Aecom Engineering. We had made
21 original selections when the initial RFP went
22 out. What we're finding is that the five
23 firms that we have selected we needed more
24 support from our consultant community. So
25 we've added three firms total. Aecom being

1 Rules - 3-7-22

2 the final one in the batch. Because they're a
3 55,000 person firm, getting all their
4 disclosures and their attorneys to review our
5 contracts and go back and forth between the
6 company and the county, plus in the midst of
7 the pandemic is when we had initiated the
8 original request to add them in it did take a
9 significant amount of time to get the contract
10 forward.

11 But again, this is to provide
12 support in the form of staffing, inspection,
13 traffic studies and specialized traffic
14 engineering work.

15 LEGISLATOR NICOLELLO: There was
16 an RFP. There were eight proposals and this
17 vendor was technically ranked number seven.

18 MR. LUTZ: That's correct.

19 LEGISLATOR NICOLELLO: Why does
20 it make sense for us to -- if we do an RFP --
21 to bring on almost everyone that responds to
22 the RFP? In other words, if someone is
23 farther down that list wouldn't you be looking
24 to give work to one, two or three as opposed
25 to number seven?

1 Rules - 3-7-22

2 MR. LUTZ: We have maxed out one,
3 two, three, four and five is the issue that
4 we're having. We've actually already gotten
5 legislative approval for firms number six and
6 eight. Aecom was in between the two. Aecom
7 again is a much larger firm. Their pricing is
8 somewhat limiting but they do have to submit
9 proposals. And again, looking for staff
10 support, we just sent out a recent RFP. Three
11 of the six firms that currently have contracts
12 replied that they don't have available staff
13 to support the county for existing staffing.
14 Unfortunately, whether they're seventh -- I
15 mean, there are firms if they obtained a
16 rating or a ranking of very low ranking then I
17 wouldn't consider them for a contract.

18 But we're at a point where finding
19 staff and finding people who are interested in
20 coming to the county is tough. But also the
21 outside world is looking for engineers and
22 there's just not a tremendous amount of
23 qualified people that are interested in the
24 work.

25 LEGISLATOR NICOLELLO: But you're

1 Rules - 3-7-22

2 satisfied that they have the qualifications to
3 do the work?

4 MR. LUTZ: Yes. They're a very
5 large firm and I think that's kind of what
6 scared us off a little bit about selecting
7 them as one of the top five firms. Just
8 because a firm that large they're not on Long
9 Island. They're in the city. It could just
10 be a little bit more difficult. Some of their
11 employees may or may not be on Long Island
12 where they'd be less apt to come here from
13 Manhattan. But obviously there are staff.
14 We've gotten to know them a little bit through
15 other projects in the department and they do
16 have the ability to support us.

17 LEGISLATOR NICOLELLO: Minority
18 Leader Abrahams.

19 LEGISLATOR ABRAHAMS: Just a
20 quick question. It's unrelated and you
21 probably used this term quite a bit but I've
22 never heard it before. You said you were
23 maxed out in terms of one, two and three.
24 What does that mean?

25 MR. LUTZ: Maxed out meaning they

1 Rules - 3-7-22

2 don't have any more staff to support us for
3 staffing and we're coming close to the total
4 contract values on several of the firms
5 already. With the upcoming work load that I
6 foresee, we're going to use up the allowable
7 cap in the remaining contract. So we're
8 adding total contract value through other
9 contracts to increase the overall support.

10 LEGISLATOR ABRAHAMS: So one, two
11 and three basically don't have the staff to
12 meet the county criteria?

13 MR. LUTZ: Correct. We have a
14 number of traffic studies out right now for
15 various areas throughout the county and those
16 are spread out among the existing five firms.
17 We're not their only client. So everybody
18 seems to be very busy at this point. But we
19 don't have a ton of staff.

20 LEGISLATOR NICOLELLO: Legislator
21 Schaefer.

22 LEGISLATOR SCHAEFER: Just a
23 quick question. The firms that have said that
24 they're maxed out are they engaged in work
25 with the county currently as well?

1 Rules - 3-7-22

2 MR. LUTZ: Yes. They have
3 current contracts on the traffic on call and I
4 believe several of them have other departments
5 on call as well. I'm sorry, go ahead.

6 LEGISLATOR SCHAEFER: I was just
7 going to say they just can't do anymore than
8 they already have from the county.

9 MR. LUTZ: Like I said, three of
10 the six that we just requested came back and
11 said they have no available staff for a
12 staffing issues. Now, for studies they seem
13 to have a little more time. But everybody's
14 kind of getting back to work now and just
15 can't find people.

16 LEGISLATOR SCHAEFER: Thank you.

17 LEGISLATOR NICOLELLO: Any other
18 questions? Thank you Harold.

19 So, we will call A-10 separately.
20 Call it right now actually. I'm sorry E-10
21 for 2022 with De Bruin Engineering NPC. All
22 in favor of that contract signify by saying
23 aye. Those opposed? That one passes by a
24 vote of four to three. I neglected to call
25 public comment. Anyone have public comment?

1 Rules - 3-7-22

2 The balance of the contracts that
3 are before us are A-9, E-4, E-15, A-1, E-6,
4 E-7, E-8, E-9, E-11, E-13 and E-16. Any
5 debate or discussion on those contracts? All
6 in favor signify by saying aye. Those
7 opposed? Carries unanimously. And we will
8 put the Rules Committee in recess.

9 (Committee recessed at 2:05 p.m.)

10 (Committee reconvened at 4:02 p.m.)

11 LEGISLATOR NICOLELLO: We are
12 calling the Rules Committee back into
13 session. We have a number of items that are
14 going to be called at once as part of a
15 consent agenda. These items just went through
16 other committees a few moments ago.

17 56, 57, 60, 61, 62, 63, 64, 65, 66,
18 67, 68 and 71. Before we call those we need a
19 motion to suspend the rules. Moved by
20 Legislator Rhoads. Seconded by Legislator
21 Schaefer. All in favor of suspending the
22 rules signify by saying aye. Those opposed?
23 Carries unanimously. Rules are suspended.

24 All those items that I just called
25 out motion to adopt them? Legislator Bynoe

1 Rules - 3-7-22

2 makes that motion. Seconded by Legislator
3 Schaefer. Any debate or discussion on those
4 items? Any public comment? Hearing none, all
5 in favor signify by saying aye.

6 Item 31 of 2022, a resolution
7 authorizing the county executive to execute an
8 intermunicipal agreement with the Incorporated
9 Village of Williston Park.

10 Motion by Deputy Presiding Officer
11 Kopel. Seconded by Legislator Rhoads. Any
12 debate or discussion on this? Any public
13 comment? All in favor signify by saying aye.
14 Those opposed? Carries unanimously.

15 Item 39 is a resolution to
16 ceremonially designate a body of water in
17 Silver Lake Park as Caroline's Pond and
18 directing the Department of Public Works to
19 install conspicuous signage.

20 Moved by Legislator Bynoe.
21 Seconded by Legislator DeRiggi-Whitton. Any
22 debate or discussion on this item? Hearing
23 none, all in favor signify by saying aye.
24 Passes unanimously.

25 We have item 70, which is an

1 Rules - 3-7-22

2 ordinance to amend Ordinance 180 of 2016 as
3 amended to repeal the Department of Assessment
4 license for use of the tax roll.

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

7 This is the removal of the
8 licensing fee the county was charging for
9 access to the data relating to assessment.

10 LEGISLATOR DERIGGI-WHITTON: How
11 are you?

12 MR. LEIMONE: Chris Leimone for
13 the administration.

14 LEGISLATOR DERIGGI-WHITTON:
15 First of all, I'm happy to see that we're able
16 get rid of this fee at this point. However, I
17 just had a couple of questions regarding the
18 procedure. I know that the ordinance says --
19 there's a question of whether or not we're
20 going to have to change the charter which says
21 that a fee shall be charged. So, we're going
22 to have to change that to say that it shall
23 not be charged or avoid that whole subject.

24 It's different than the fee
25 itself. It's part of the charter. I'm sorry

1 Rules - 3-7-22

2 again. Just for the record, it's sub D 605.
3 So, we're going to have to address that as
4 well. Otherwise, if we only repeal this it's
5 not going to be in sync with what the charter
6 states.

7 MR. LIBERT: Brian Libert from
8 the county attorney's office. Just with
9 regard to specifically the technicalities of
10 that. Our understanding of this is that the
11 fee is being set to zero. At this time
12 there's no necessity for charter amendment.
13 There is a fee. The fee is now set to zero.
14 From a technical standpoint that would be what
15 we believe this accomplishes. The charter
16 amendment, in our view, is not necessary.
17 Relative to the fee there may be some other
18 thing that's unrelated but this is only
19 related to the fee.

20 MR. LEIMONE: In addition, I
21 believe the charter language says the fee
22 shall be set by ordinance. So, we're changing
23 it by ordinance. So I think that's
24 consistent.

25 LEGISLATOR DERIGGI-WHITTON: So,

1 Rules - 3-7-22

2 when we receive a FOIL request then are we
3 going to say that there is a fee and the fee
4 is zero?

5 MR. LEIMONE: We will charge a
6 fee based off of what's required under the
7 FOIL statute. That's what we will do going
8 forward. Whatever it costs to reproduce a
9 record is what we would charge. There's a
10 whole guidelines and framework set forth in
11 the FOIL law and that's what we would do.

12 LEGISLATOR DERIGGI-WHITTON: So
13 again, we're not trying to give you a hard
14 time with this. I think it's a great thing to
15 do but I just think it should maybe cleaned
16 up. If the charter says that a fee shall be
17 charged and then we say the fee is zero it
18 looks a little poor. If we're going to do it
19 we might as well try to do it right. I think
20 it's worth cleaning it up.

21 MR. LEIMONE: We'll take a look
22 at that and see. Thank you.

23 LEGISLATOR DERIGGI-WHITTON:
24 There's also, just for the record, if you
25 could look at subsection C which also refers

1 Rules - 3-7-22

2 to the FOIL. Again, we should be, we should
3 have our charter match what we're doing. I'm
4 a firm believer of it even if people don't
5 always look at it. If it's referenced it
6 might look foolish. So let's get everything
7 in line. Okay?

8 MR. LEIMONE: Okay. Sure. Will
9 do legislator. Thank you.

10 LEGISLATOR NICOLELLO: So, I
11 would send to the county attorney's office the
12 sections that you're citing so that they can
13 follow up. I'm sure they're taking it down in
14 any event.

15 But we have the full legislature in
16 two weeks. So, whatever you need to look at
17 we'd prefer you look at it as soon as
18 possible.

19 MR. LEIMONE: Of course. We
20 will.

21 LEGISLATOR DERIGGI-WHITTON: And
22 possibly if you could get a memo just saying
23 that it will be adjusted. It will be amended,
24 the charter. Just so that it is in compliance
25 with this. And again, I don't think saying

1 Rules - 3-7-22

2 there is a fee and the fee is zero is what
3 we're looking for. So, if you could get a
4 memo saying that we will be changing the
5 charter to reflect that. That's really what I
6 would like to see.

7 MR. LIBERT: I don't want to make
8 any real sua sponte comments or ad hoc
9 comments. But I would just say, legislator,
10 that it seems, even for our office to make
11 such a representation we really couldn't make
12 it because it would be up to the legislature
13 to make such a change or to the administration
14 to request such a change.

15 Of course, we will look into
16 anything this body requests. But I don't know
17 that our office could generate a memo saying
18 yes, this is what we are going to do because
19 that's not our role in the process.

20 LEGISLATOR DERIGGI-WHITTON: But
21 I think if the county attorney states that
22 that should be done. That's the way I would
23 envision it happening. Getting a memo from
24 the county attorney saying that the charter,
25 you know, should be adjusted to reflect what

1 Rules - 3-7-22

2 we're changing here today.

3 MR. LIBERT: I would just take a
4 look at the sections you're citing and see if
5 that's necessary under the law. And if it is,
6 we'll certainly issue an opinion to that
7 effect.

8 LEGISLATOR DERIGGI-WHITTON:
9 That's exactly what I'm asking for but if you
10 can have that by the time we have a full leg
11 then you'd be a rock star.

12 MR. LIBERT: We will do that.

13 LEGISLATOR NICOLELLO: Sua sponte
14 comments. You're definitely a lawyer.

15 Anyone else? All good. Any public
16 comment? All in favor signify by saying aye.
17 Those opposed? Carries unanimously. Then I'm
18 going to recuse myself.

19 LEGISLATOR KOPEL: Okay. We have
20 one last item and that would be 69. And let
21 the record reflect that Presiding Officer
22 Nicolello has recused himself. He has left
23 the chamber. He did not participate in any
24 debate or discussion, including the executive
25 session, on this and he will not cast a vote.

1 Rules - 3-7-22

2 So, all those in favor of -- I'm
3 sorry, we need a motion and that is moved by
4 Legislator Ferretti and seconded by Legislator
5 Drucker. I'm sorry, Legislator Rhoads.
6 Motion made by Mr. Rhoads. Seconded by the
7 minority officer. DeRiggi-Whitton seconds
8 it. It's complicated negotiations here.

9 All those in favor please say aye.
10 All those opposed? Okay. We had one
11 abstention. So we have five to one. Five
12 zero one.

13 Now, Mr. Rhoads moves to adjourn.
14 Mr. Abrahams seconds it. All those in favor
15 of adjourning please say aye. Any there any
16 opposed? We are adjourned.

17 (Committee adjourned at 4:11 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 eighth day of
March 2022.

FRANK GRAY