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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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17 Theodore Roosevelt Building

18 1550 Franklin Avenue

19 Mineola, New York

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21

22 Monday, May 9, 2022

23 1:12 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

6

7 LEGISLATOR HOWARD KOPEL

8 Vice Chair

9

10 LEGISLATOR STEVEN RHOADS

11

12 LEGISLATOR LAURA SCHAEFER

13

14 LEGISLATOR KEVAN ABRAHAMS

15 Ranking member

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17 LEGISLATOR DELIA DERIGGI-WHITTON

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19 LEGISLATOR SIELA BYNOE

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NASSAU COUNTY LEGISLATURE

RICHARD NICOLELLO

PRESIDING OFFICER

PLANNING, DEVELOPMENT AND
THE ENVIRONMENT COMMITTEE

LEGISLATOR LAURA SCHAEFER

CHAIR

Theodore Roosevelt Building
1550 Franklin Avenue
Mineola, New York

May 9, 2022

2:02 P.M.

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2 A P P E A R A N C E S:

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4 LEGISLATOR LAURA SCHAEFER

5 Chair

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7 LEGISLATOR TOM MCKEVITT

8 Vice Chair

9

10 LEGISLATOR JOHN GIUFFRE

11

12 LEGISLATOR DENISE FORD

13

14 LEGISLATOR CARRIE SOLAGES

15 Ranking member

16

17 LEGISLATOR ARNOLD DRUCKER

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19 LEGISLATOR SEILA BYNOE

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2 LEGISLATOR NICOLELLO: I'm going
3 to call the Rules Committee to order. I'll
4 call the roll. Legislator Bynoe.

5 LEGISLATOR BYNOE: Here.

6 LEGISLATOR NICOLELLO: Legislator
7 DeRiggi-Whitton.

8 LEGISLATOR DERIGGI-WHITTON:
9 Here.

10 MR. PULITZER: Minority Leader
11 Abrahams.

12 LEGISLATOR ABRAHAMS: Here.

13 MR. PULITZER: Legislator
14 Schaefer.

15 LEGISLATOR SCHAEFER: Here.

16 LEGISLATOR NICOLELLO: Legislator
17 Rhoads.

18 LEGISLATOR RHOADS: Here.

19 LEGISLATOR NICOLELLO: Deputy
20 Presiding Officer Kopel.

21 LEGISLATOR KOPEL: Here.

22 LEGISLATOR NICOLELLO: And I'm
23 here, so we have a quorum. What we are going
24 to do is the contract portion of our meeting
25 first and then we're going to go into Torretta

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2 Estates, which we will be doing simultaneously
3 in Rules and in Planning and then we'll recess
4 both committees and go into the full
5 legislature.

6 Legislator Rhoads would you like to
7 lead us in the pledge.

8 I will call the contracts now.
9 A-12, A-13, A-17. These are resolutions
10 authorizing the commissioner of shared
11 services to approve additional funding for or
12 award and execute blanket purchase orders
13 between the county and Contemporary Computer
14 Services, Pitney Bowes, Fairway Golf
15 Corporation.

16 B-13, a resolution authorizing the
17 county executive to award and execute a
18 contract between the county and GGG
19 Construction Corp.

20 E-32, E-33, E-34, E-35, E-36, E-37,
21 E-38, E-39. These are resolutions authorizing
22 the county executive to execute personal
23 services agreements or amendments to personal
24 services agreements between the county and
25 Leadership Training, Inc., The Safe Center,

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2 Euro Lloyd Travel Group, Camp Dresser McKee
3 and Smith, Hardesty and Hanover Construction
4 Services, Bicoastal Productions, Cornell
5 Cooperative Extension, Raemax Consulting.

6 E-40, a resolution authorizing the
7 county executive to execute an amendment to an
8 agreement between the county of Nassau and the
9 National Development Council.

10 Those items are moved by Deputy
11 Presiding Officer Kopel. Seconded by Minority
12 Leader Abrahams.

13 We also need to untable E-29 of
14 2022. It's a resolution authorizing the
15 county executive to execute an amendment to a
16 personal services agreement between the county
17 and CG-3PL Engineering.

18 Motion to untable? Moved by
19 Legislator Rhoads. Seconded by Legislator
20 Bynoe. All in favor of untabling that item
21 signify by saying aye. That's untabled.

22 Before we start calling individual
23 contracts, E-37 of 2022, which I just called
24 with Bicoastal Productions, has to be tabled.
25 The inspector general has identified an issue

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2 with the contract which will not be corrected
3 in time for today's meeting.

4 So, a motion to table by Minority
5 Leader Abrahams. Seconded by Legislator
6 Schaefer. All in favor of tabling E-37
7 signify by saying aye. Those opposed? That
8 item is tabled.

9 Now we will go into the contracts
10 starting with probation, E-32 of 2022.

11 MR. SCHILIRO: Joe Schiliro
12 fiscal officer for the Nassau County
13 Department of Probation.

14 This is a contract for the JDC
15 educational program by Leadership Training
16 Institute. This is a contract with LTI for
17 the January 1, 2022 through December 31, 2022
18 program year. LTI has developed and continues
19 to provide a challenging and instructional
20 program appropriate to each student's age and
21 educational level in language arts, science,
22 technology, mathematics, social studies and
23 physical education in an unconventional
24 setting, that is the JDC.

25 Students staying at the JDC can

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2 range from one day to over two years. This
3 program takes the place of their home school
4 education. It is not a supplement to their
5 home school education because they can be
6 there for indeterminate amount of time. In
7 essence, JDC becomes their home school when
8 they're there for an extended period of time.
9 This program has provided an extremely unique
10 program to a unique student population.

11 Any questions on the program or the
12 contract?

13 LEGISLATOR NICOLELLO: Any
14 questions on this one?

15 LEGISLATOR DERIGGI-WHITTON: This
16 is one of the contracts that we were notified
17 we're waiting a report from the IG. I'm not
18 sure what the question was that was
19 outstanding.

20 MR. SCHILIRO: I think the
21 question referred to an additional evaluation
22 and the terms of the contract. In terms of
23 the evaluation, LTI has -- I incorporated that
24 into the opening statement. LTI has developed
25 and provides a challenging instructional

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2 program appropriate to each student's age. As
3 I said, it's a very diverse population and age
4 group. They can have a 13 year old and a 17
5 year old or even a 18 year old in there. It
6 takes the place of their program. LTI has
7 developed this unique program and has
8 continued to perform very well in meeting the
9 needs of it.

10 We actually thought it was a sole
11 source provider. We did initiate an RFP in
12 November of '22. We had a very exhaustive
13 review of that RFP, which is why we're just
14 getting to submit the contract now for this
15 year. It's a mandated program. We need to
16 provide an education there.

17 During 2021 we continued it with
18 LTI until we developed a conclusive agreement
19 on continuing with LTI, where there was one
20 other contender. In the committee's
21 evaluation, LTI provided the best value to the
22 county and to the students at the JDC and met
23 our needs the best of any other program.
24 There was only one other program in
25 contention. It was not in a secured

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2 facility. It was not in a secured detention
3 facility. It was an outplacement facility.
4 And, all in all, LTI won the favor of the
5 committee as being the best direction for the
6 county to go in in providing the education at
7 the JDC.

8 We also had the office of the
9 attorney general -- inspector general and
10 compliance, in concert with us in many of the
11 discussions that we had during the year.
12 Seeking their advice and consult on some of
13 the questionable areas that we had because,
14 again, it was not a snap decision. It took a
15 lot of time. There was a six member committee
16 and we really drilled it down to saying this
17 is the best decision not only for the county,
18 not only for -- it's a mixed bag. The
19 students, the residents at the JDC as well as
20 for the county.

21 It's a mandated program. We're in
22 a difficult -- the county and probation and
23 the JDC are in a difficult position in a
24 situation such as this because we are, in
25 essence, providing an educational program and

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2 have to evaluate a program according to the
3 state mandate. We're not educators. We have
4 to seek the resource for this. LTI has
5 developed a program over 30 years ago. I
6 don't know the last time an RFP was performed
7 on it. But again, in 2020 we're due to meet
8 compliance with the county's contractual
9 processes. We needed to do it as well as we
10 should do it to make sure we're providing the
11 best program to the students at the JDC.

12 LEGISLATOR NICOLELLO: Thank you
13 Mr. Schiliro. The IG is participating
14 remotely. If she wants to weigh in as to
15 whether she has a concern about this contract
16 we would invite her to do so.

17 MS. FRANZESE: Good afternoon
18 presiding officer. May I speak?

19 LEGISLATOR NICOLELLO: Yes.

20 MS. FRANZESE: Good afternoon
21 everyone. That item, the Leadership Training
22 item, those issues were addressed by the
23 administration.

24 LEGISLATOR NICOLELLO: Thank you
25 Mr. Schiliro. I'm sorry, before you leave.

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2 LEGISLATOR BYNOE: Hi. Good day
3 sir. How is the performance of LTI
4 determined? How are we benchmarking?

5 MR. SCHILIRO: This year we've
6 instituted what was supposed to be monthly
7 reviews. Our first one is scheduled for next
8 week. We are on a monthly basis. We review,
9 the director of the facility, myself and/or
10 the director of probation, sit down with the
11 principals at LTI and evaluate students'
12 performance, students' instructional levels,
13 their instructional levels, the interaction
14 with the student and provide I don't want to
15 say criticism but constructive advice on areas
16 of improvement we would like to see, areas
17 that we're satisfied with and develop a
18 greater exchange, informational exchange with
19 them, the management of the facility as well
20 as probation.

21 LEGISLATOR BYNOE: That's a
22 monthly documented experience?

23 MR. SCHILIRO: It will starting
24 next week it will be monthly.

25 LEGISLATOR BYNOE: What were we

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2 doing prior?

3 MR. SCHILIRO: It was informal.
4 The director of the facility and the assistant
5 director of the facility we would meet with
6 them on a regular basis. They have a
7 classroom within the JDC and there would be
8 just an informal review and participation and
9 conversation with them. Part of the intent in
10 this contract was to formalize that. That had
11 never been incorporated into the contract
12 before. We incorporated that into this
13 contract on having monthly evaluation meetings
14 and informational meetings.

15 LEGISLATOR BYNOE: That's good.
16 Thank you.

17 LEGISLATOR NICOLELLO: Thank you
18 very much. Next contract is with housing and
19 homeless services. E-40 of 2022 with the
20 National Council for Community Development.

21 MR. CREAN: Good afternoon.
22 Kevin Crean, Office of Community Development.
23 As you referenced, item E-40-22 is an
24 amendment to a community development contract
25 with National Development Council. The

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2 contract amendment will add \$1.3 million and
3 add a new activity. That activity being the
4 veterans support programs grant program.

5 Essentially this will expand the
6 contract to allow for veteran services
7 organizations to participate in what was
8 previously the Main Street Recovery Grant
9 Program. The veterans programs, veterans
10 organizations were ineligible to apply under
11 the Main Street program because of their
12 differing nonprofit status. This additional
13 program will open up the funding to such
14 organizations.

15 LEGISLATOR NICOLELLO: We were
16 just curious about the amounts. We were told
17 the amount was a million and this is 1.3.

18 MR. CREAN: Yes. The million
19 dollars was supplementally appropriated on
20 March 31st by the legislature. The additional
21 funding comes from a prior appropriation that
22 was passed in July. There was a million
23 dollars appropriated at that time for veterans
24 support programs. That program, from what I
25 understand, it's not run by my office, but it

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2 was undersubscribed at the current time. So
3 there was additional funding available. So
4 the office of planning and veterans services
5 identified about 110 nonprofit veterans
6 organizations that will be eligible to receive
7 grants under this new program. So some of
8 that money is coming from the prior
9 appropriation. Any funds that are left over
10 will go back into the veterans support
11 program.

12 LEGISLATOR NICOLELLO: About how
13 much of that number is administrative
14 expense?

15 MR. CREAN: Less than ten
16 percent.

17 LEGISLATOR NICOLELLO: Any other
18 questions on this? Legislator Bynoe.

19 LEGISLATOR BYNOE: Hi. Can this
20 money be used for bricks and mortar?

21 MR. CREAN: This is essentially
22 funding to support their operational costs.
23 It's a grant so --

24 LEGISLATOR BYNOE: No cap?

25 MR. CREAN: No cap.

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2 LEGISLATOR NICOLELLO: Any other
3 questions? Thank you very much.

4 MR. CREAN: Thank you.

5 LEGISLATOR NICOLELLO: Next
6 contract is with IT, next two contracts,
7 starting with A-12 with Contemporary Computer
8 Services.

9 MR. JACOVINA: Good afternoon.
10 Joe Jacovina, department commissioner
11 Information Technology. A-12-22 Contemporary
12 Computer Services Inc., known as CCSI. This
13 is to notify and request approval for
14 additional funding for blanket purchase order
15 BBNC-2228 that was awarded to CCSI. This
16 blanket provides for computer repair and
17 maintenance for older IT equipment no longer
18 under manufacturer's warranty extending the
19 useful life of this equipment for the county.

20 This bid solicitation was
21 originally awarded to a different vendor.
22 However, this vendor did not meet the county's
23 expectations and the county did not exercise
24 our renewal option after year one. The county
25 then awarded the solicitation to the next

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2 lowest bidder, CCSI.

3 The amount over the next four years
4 is approximately \$1.2 million. Although IT
5 expects this amount to be lower as we complete
6 several projects that will eliminate the need
7 for certain older equipment in current use.
8 The original bid was viewed by 23 vendors and
9 three submitted bids.

10 I'll be happy to answer any
11 questions.

12 LEGISLATOR NICOLELLO: Could you
13 go over that again? ? Was this originally
14 awarded to another bidder?

15 MR. JACOVINA: Yes, it was.

16 LEGISLATOR NICOLELLO: Did they
17 perform services under the contract?

18 MR. JACOVINA: They did perform
19 but it was not up to my expectations and
20 standards.

21 LEGISLATOR NICOLELLO: So then
22 after a year you then awarded this same
23 contract to the next lowest bidder?

24 MR. JACOVINA: Yes. CCSI was the
25 next lowest bidder.

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2 LEGISLATOR NICOLELLO: I didn't
3 know that the municipality had the opportunity
4 to do that once it's already awarded a
5 contract that it could then move to the next
6 one.

7 MR. JACOVINA: During the entire
8 process, once we evaluated the vendor and
9 determined they were not meeting our
10 expectations, I was involved in discussions
11 with legal. They assured us, they followed us
12 through the process, they assured us that we
13 were meeting the procedures that the county
14 had to follow. Robert Cleary was involved and
15 purchasing was involved.

16 LEGISLATOR NICOLELLO: I wasn't
17 aware that that was an option. I thought once
18 the contract was awarded that if there's a
19 problem then you would have to go out for a
20 new contract.

21 MR. JACOVINA: There were three
22 reasons when we were discussing with
23 purchasing and Robert how would be the best
24 way to move on from the vendor that wasn't
25 performing adequately.

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2 The first was that we can't have a
3 gap in the service. These servers and
4 equipment is used at public safety, the police
5 department, fire com, DSS. All throughout the
6 county we have equipment that this vendor
7 services. We can't have a gap.

8 Normally, when a blanket is
9 expiring we would start the bidding process
10 six to nine months early. And it was
11 determined in discussions, again with Robert
12 and purchasing, that the best way to keep this
13 service moving forward and not have a gap in
14 service, especially for our public safety
15 servers, would be to award to the next lowest
16 bidder.

17 The second reason was CCSI agreed
18 to maintain their pricing that they submitted
19 in their 2019 bid. Given the cost of living
20 and inflation, we fully expected if we went
21 out to bid again it would come in much higher
22 in 2022.

23 And finally, CCSI has decades-long
24 track record with the county. They performed
25 very well. They were just underbid last time

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2 and that's why they weren't awarded the
3 blanket.

4 For those three reasons and in
5 discussions with purchasing we determined that
6 this would be the best way to provide these
7 services for the county.

8 LEGISLATOR NICOLELLO: Any other
9 questions?

10 LEGISLATOR DERIGGI-WHITTON:
11 Would it be okay to have the inspector general
12 just state on the record that she is okay with
13 this process? Because it does seem a little
14 bit unusual to me honestly. Jodi, if you're
15 there.

16 MS. FRANZESE: Hi legislator.
17 How are you? Legislator can you hear me?

18 LEGISLATOR DERIGGI-WHITTON: Yes.

19 MS. FRANZESE: So, A-12-22 we had
20 had a couple of issues identified. However,
21 the administration addressed our concerns and
22 we do not have any additional concerns
23 regarding this contract.

24 LEGISLATOR DERIGGI-WHITTON: Did
25 you feel that it complies with our procurement

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2 process as far as not having to go out for an
3 additional bid?

4 MS. FRANZESE: This contract we
5 discussed with the chief procurement officer's
6 office and there was nothing that really threw
7 up any red flags for us.

8 LEGISLATOR DERIGGI-WHITTON:
9 Thank you.

10 MS. FRANZESE: Thank you.

11 LEGISLATOR NICOLELLO: Any other
12 questions? Legislator Bynoe.

13 LEGISLATOR BYNOE: I'm just
14 confused by this. I'm sorry, Inspector
15 General Franzese, are you stating that you
16 have no problem in the event that there's a
17 problem with the initial awardee that we can
18 automatically then defer to the second most
19 qualified bidder? Even after they've started
20 work, the initial awardee started work under
21 the contract?

22 MS. FRANZESE: Legislator Bynoe,
23 I'm sorry, at this point my office we
24 thoroughly reviewed this and we didn't find
25 any sort of issues. However, if the

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2 legislator is uncomfortable with this we are
3 happy to dig deeper and see if there is
4 anything untowards.

5 LEGISLATOR BYNOE: So, it just
6 seems so unusual to me that this would be
7 acceptable as a best practice or acceptable in
8 other circumstances, in other situations. It
9 might seem as though I'm asking the same
10 question but there was a new element, a new
11 component to my question. Are you stating
12 that this process would be acceptable in other
13 circumstances?

14 MS. FRANZESE: Legislator Bynoe,
15 I want to make sure I respond to what you're
16 asking. The question you're asking, however,
17 is beyond the scope of our review of the
18 vendor as well as the contract. If there are
19 additional questions you need us to dig into
20 or request us to dig into obviously we would
21 be happy to do so.

22 LEGISLATOR BYNOE: I understand
23 quite frankly. I think this question would be
24 for chief procurement officer. Is he there?
25 Mr. Cleary?

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2 MR. CLEARY: Yes. This is Robert
3 Cleary.

4 LEGISLATOR BYNOE: Good day
5 Mr. Cleary. There was a question raised which
6 was one that we were pondering prior to the
7 presiding officer raising the question
8 regarding whether this is -- should be
9 considered a best practice to utilize the
10 second most qualified bidder as opposed to the
11 initial awardee in the event that there's a
12 problem with the performance of the initial
13 contractor. That we should just defer to the
14 second person instead of letting out the bid
15 again.

16 MR. CLEARY: So, in my opinion,
17 there were some extraordinary circumstances in
18 this particular case. I should put it into
19 context. This is a purchasing bid.
20 Purchasing language does allow for going to
21 the next bidder when you default on a vendor.
22 In this particular case we did not default
23 because we were at the end of the first year
24 term. Had we not been at the end of the first
25 year term I believe we should have defaulted

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2 the vendor. This was a mission critical
3 situation. It was warranting, I think, an
4 emergency declaration in the absence of going
5 to the next low bidder.

6 We have seen extraordinary
7 inflation. So, for practical reasons, it
8 going out to bid probably will not work in our
9 favor. It's not like you couldn't go out to
10 bid but there were a few things. I would like
11 the IT department to maybe speak to this
12 further, but my understanding as it was
13 presented was that this vendor, the current
14 vendor or the previous vendor, the NPA, was
15 coming in and installing stuff that had the
16 ability to kill us basically at least
17 temporarily operationally in critical public
18 safety areas.

19 And so, as I said, that would
20 warrant an emergency declaration. And if you
21 were to award an emergency contract it would
22 be very reasonable to go to the last bid and
23 to the next low bidder. That is best practice
24 that has been used in other places.

25 The county attorney maybe can speak

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2 to this more, but it has been mentioned that
3 the federal government also uses this
4 process. That in the event that a vendor
5 fails you can go to the next low bidder. So,
6 there is some precedent for this.

7 This situation is a little bit
8 different because we didn't formally default
9 them. I believe it's fully justified because
10 we haven't seen any evidence in the last bid
11 for the last several years that there's any
12 other vendor that's out there. Now, there
13 might be, but the reality is that there's also
14 the inflation process that we've seen in the
15 industry and IT services have certainly been
16 hit with that. So, for all of those reasons
17 this seemed like the rational approach to
18 addressing this particular problem.

19 LEGISLATOR BYNOE: So, why did we
20 not default the vendor?

21 MR. CLEARY: Only because --
22 defaulting a vendor when their term has lapsed
23 may not make a lot of sense. We did explain
24 to them that they weren't being renewed
25 because of their performance. They had had

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2 several conversations with the IT department
3 about their failures. It wasn't like we
4 pulled the trigger at the end. They had had
5 lots of notice and opportunity to cure but
6 they failed. They clearly were in over their
7 heads.

8 The three bids we got on the
9 original solicitation, the first vendor was
10 thrown out entirely as being nonresponsive
11 because they hadn't performed these services
12 and didn't demonstrate that they could.

13 The second one, which was much
14 lower price than the proposed vendor, which
15 was the previous incumbent, it suggested on
16 paper that it had the experience but once we
17 were in contract they failed repeatedly.

18 So, you know, again, if we had been
19 six months in and we were six months away from
20 the lapse we would have formally defaulted
21 them. We did not do that in this case. I
22 suppose we can do it retroactively.

23 LEGISLATOR BYNOE: I'm just
24 wondering also when did we identify -- I can
25 ask this of the gentleman here on the floor.

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2 I'm sorry, your name escapes me.

3 MR. JACOVINA: Joe Jacovina.

4 LEGISLATOR BYNOE: When did you
5 identify that this vendor was not performing
6 according to your standards?

7 MR. JACOVINA: It was around
8 September time frame was the first error. It
9 was on a police server. It could have caused
10 catastrophic damage to our server. We then
11 met with the vendor. We had several
12 conference calls with the vendor. We asked
13 them to proceduralize what the error was and
14 how they were going to prevent it going
15 forward. We monitored them very closely.

16 There was a second occurrence
17 towards the end of the year. At that point in
18 time I made a decision, a recommendation to
19 commissioner Stanton that we move on from this
20 vendor. We then started the process of
21 discussions with Robert, his team, with
22 purchasing, and legal in order to determine
23 the best method to move on from the vendor
24 without having a gap in service.

25 We have zero tolerance for having

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2 the service even for one day have a gap in the
3 service only because of the critical mission
4 that these servers support.

5 LEGISLATOR BYNOE: Okay. It was
6 September and then sometime in December?

7 MR. JACOVINA: Later in the
8 year. Late 2021, yes.

9 LEGISLATOR BYNOE: At that point
10 we could have then defaulted the contract
11 because it was still in the one-year contract,
12 correct?

13 MR. JACOVINA: We were about two
14 months out. The contract expired in March
15 2022. So, once we started these discussions
16 to determine what would be the best way to not
17 have a gap in service, in discussions with
18 Robert and his team, we decided that as we
19 move forward we develop the appropriate
20 documentation to support moving on from this
21 vendor and then at that point the decision was
22 made to wait for the March deadline, March
23 12th I believe it was, and CCSI assumed the
24 services on March 13th.

25 LEGISLATOR BYNOE: My concern is

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2 that I would never want to see this as
3 business as usual. That we're automatically
4 not defaulting when someone is not performing
5 under the contract and then we, you know, as a
6 secondary choice we go with the second lowest
7 or most qualified bidder.

8 I think that given the fact that
9 this was in the one year contract period that
10 it was, honestly we were too short on time to
11 default so that we could be in compliance with
12 what would be appropriate because you
13 defaulted the contract but in this case we did
14 not default and now we're just awarding to the
15 second bidder. I just don't want to see that
16 to be a best practice of this county or
17 business as usual.

18 MR. JACOVINA: Duly noted.

19 MR. CLEARY: This was an
20 extraordinary circumstance. I agree. That
21 would not be the normal practice.

22 LEGISLATOR BYNOE: Okay. Thank
23 you.

24 LEGISLATOR NICOLELLO: What I
25 would request as we continue to go through the

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2 contracts that someone from the county
3 attorney's office come down and just tell us
4 this a permissible action under the general
5 municipal law. Obviously we have a number of
6 other contracts to go through. Chris, if you
7 can have someone from the county attorney's
8 office come down and say what we did here is
9 something that's permissible under the law.
10 Okay.

11 Any other questions on this
12 contract?

13 LEGISLATOR BYNOE: Presiding
14 Officer, we're not tabling it, right? We're
15 just going to --

16 LEGISLATOR NICOLELLO: No. I
17 think we'll wait until we hear from the county
18 attorney's office and we can consider whatever
19 action we want to take at that time.

20 You want to do A-13 while you're up
21 there?

22 MR. JACOVINA: Yes. A-13-22
23 Pitney Bowes Inc. This is to request
24 authorization and to award a blanket purchase
25 order for a five-year lease for one Pitney

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2 Bowes relay in service system with all
3 accessories, training and maintenance. This
4 in service system will replace a current lease
5 that expired March 22, 2022. Total cost is
6 \$137,553.60 over a 60-month period. Any
7 questions?

8 LEGISLATOR NICOLELLO: Any
9 questions? No. Thank you.

10 MR. JACOVINA: Thank you very
11 much.

12 LEGISLATOR NICOLELLO: Next two
13 contracts are with the police department.
14 E-33 is with the Safe Center of Long Island.

15 MR. FIELD: William Field,
16 inspector with the police department. Item
17 E-33-22 is an amendment to a contract with the
18 police department and the Safe Center Long
19 Island Incorporated. Safe Center provides the
20 police department with some essential services
21 including support services for domestic
22 violence, sex abuse, child abuse. The
23 amendment is to extend for one year.

24 LEGISLATOR NICOLELLO: Any
25 questions on this contract? You want to do

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2 the next one?

3 MR. FIELD: E-34-22. This is a
4 contract between the police department --
5 originally this contract is with the police
6 department. However, this is an amendment in
7 order to clarify the procedure for emergency
8 hotel bookings for the sheriff's office. This
9 is to assist them in order to get hotel
10 booking services when they have adolescent
11 offenders and things like that where they
12 don't have a lot of time to make the bookings.

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

16 MR. FIELD: Thank you.

17 LEGISLATOR NICOLELLO: Parks
18 department. First contract is A-17, Fairway
19 Golf Cart Corporation.

20 MS. BELYEA: Darcy Belyea, Parks
21 commissioner. This is a bid requesting a
22 blanket purchase order for the lease of golf
23 carts. The prior contract had expired. It
24 will be for 150 electric golf carts. Blanket
25 purchase order not to exceed \$1.186 million

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2 for a term of five years. This will help us
3 to transition to an all electric fleet.

4 LEGISLATOR NICOLELLO: Has the
5 Department of Parks ever considered purchasing
6 golf carts?

7 MS. BELYEA: We have and I did do
8 some due diligence and checked the records.
9 We have been leasing since the late 1990s.
10 The problem with purchasing them would be that
11 they have a life span and after five years you
12 have to decommission carts just because of how
13 much they're used. At Eisenhower they're
14 running twice a day. The cost of a new cart
15 is \$4,500 to \$5,500 a cart. And because of
16 the heavy use the life expectancy gets lower.
17 It makes more sense to lease them and maintain
18 them and then just get a new fleet as they are
19 decommissioned.

20 LEGISLATOR KOPEL: These are
21 replacements that have to be made because of
22 the life span?

23 MS. BELYEA: Exactly.

24 LEGISLATOR KOPEL: In other
25 words, all the ones that you're replacing are

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2 done essentially?

3 MS. BELYEA: For the most part,
4 yes.

5 LEGISLATOR KOPEL: Those are
6 owned?

7 MS. BELYEA: No. This is another
8 lease contract.

9 LEGISLATOR KOPEL: I know this
10 one is but the ones that are being replaced.

11 MS. BELYEA: No. We've been
12 leasing since the late 1990s.

13 LEGISLATOR KOPEL: So you have to
14 do it one way or the other?

15 MS. BELYEA: Correct.

16 LEGISLATOR KOPEL: And what is
17 the cost of the electric versus the other
18 whatever else is available?

19 MS. BELYEA: That's a fair
20 question. I guess electric golf cart is
21 estimated between \$4,500 and \$5,500 to
22 purchase.

23 LEGISLATOR KOPEL: And they're
24 equivalent I guess over gasoline I suppose?

25 MS. BELYEA: That's a cost for

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2 new gas or electric.

3 LEGISLATOR KOPEL: Very
4 equivalent. The running costs would be lower
5 I suppose for the electric and the maintenance
6 cost would be lower?

7 MS. BELYEA: Yes. Maintenance is
8 much lower and we're not paying for the cost
9 of gas, which we know is sky high right now.
10 And also better for the environment. We also
11 have GPS systems. Which actually doesn't
12 allow the carts to leave certain areas and
13 drive onto --

14 LEGISLATOR KOPEL: I thought it
15 was for the people using it.

16 MS. BELYEA: Two things. It
17 actually serves two purposes. It actually
18 helps you with your range. If you're a golfer
19 to see how far your distance is from the
20 hole. But it also, almost like those dog
21 fences, it keeps the carts, it stops the cart
22 from driving onto playable areas which helps
23 the maintenance of the course.

24 LEGISLATOR KOPEL: And you got it
25 programed so that they can calculate the

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2 distance to the hole?

3 MS. BELYEA: Exactly. Nice perk
4 for our golfers.

5 LEGISLATOR NICOLELLO: And you
6 can't drive it up on the top of the green like
7 some people.

8 MS. BELYEA: Correct. It
9 actually disables the electric cart. We can't
10 do that with the gas carts but with the
11 electric we can.

12 LEGISLATOR NICOLELLO: Legislator
13 Schaefer.

14 LEGISLATOR SCHAEFER: Hi
15 commissioner, how are you? I had a question.
16 You mentioned that we maintain them?

17 MS. BELYEA: We do. It requires
18 battery replacements, winter maintenance when
19 the cart's not being used.

20 LEGISLATOR SCHAEFER: With the
21 lease there's nothing like cover under -- I'm
22 thinking like a car. You maybe go to the
23 dealer and get things covered.

24 MS. BELYEA: They're isn't.
25 There is a line item in the bid for

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2 maintenance. I believe it's \$100 an hour.

3 But that's only when there's a problem with
4 the cart.

5 LEGISLATOR SCHAEFER: It's more
6 cost effective for us to take care of it
7 ourselves?

8 MS. BELYEA: Yes. And certainly
9 the electric carts are a lot less maintenance
10 than the gas. Less car components.

11 LEGISLATOR SCHAEFER: Thank you.

12 LEGISLATOR NICOLELLO: Any other
13 questions? Minority Leader Abrahams.

14 LEGISLATOR ABRAHAMS: Just a
15 quick question. The period of the lease is
16 five years. I'm assuming we recoup this money
17 in that five-year period?

18 MS. BELYEA: Absolutely. Carts
19 bring in a considerable amount of money.

20 LEGISLATOR ABRAHAMS: Can you
21 tell us what that amount is?

22 MS. BELYEA: I should have been
23 prepared with that. I don't think I have that
24 answer for you.

25 LEGISLATOR ABRAHAMS: But you're

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2 convinced that the 1.86 that we're going to
3 spend over a five-year period in leasing is
4 less than the amount that we generate in
5 revenue?

6 MS. BELYEA: We probably bring in
7 more than that in one year. Don't quote me on
8 that but I believe it to be ballpark. Around
9 that amount.

10 LEGISLATOR NICOLELLO: All
11 right. Any other questions? Let's go on the
12 next one which will be Cornell Cooperative
13 Extension, E-38. We have two contracts with
14 parks, Cornell Cooperative Extension and
15 Raemax, which is E-39.

16 MS. BELYEA: I'm sorry. I wasn't
17 prepared. I should have brought up everything
18 with me. Cornell first. This is Cornell
19 Cooperative Extension in Nassau County.
20 Personal services agreement for operation of
21 the East Meadow farm and to enhance ongoing
22 programing through the Cornell Cooperative
23 Extension administrative office which is
24 located in Eisenhower Park. It's a term for
25 two years. Option to renew for an additional

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2 two two-year terms. Provides for \$200,000 per
3 year in two installments. Our accounting
4 practices in place do not allow for the second
5 installment to be paid out until we have
6 justification and received for the first
7 \$100,000.

8 I've also been working with them to
9 make some additions and enhancements to their
10 programs, which would include enhancing the
11 amount of vendors in the annual farmers
12 market. And Taste of New York, which is
13 located at the rest stop on the LIE, they have
14 a kiosk that did not work well in Penn
15 Station. That's actually going to be brought
16 to Eisenhower Park. And it basically is
17 vending for all kinds of locally grown or
18 produced items here in our area. And we're
19 also going to be increasing the amount of 4-H
20 classes and school group hands-on tours at
21 East Meadow farm as well.

22 LEGISLATOR NICOLELLO: Any
23 questions? All sounds good.

24 MS. BELYEA: Moving on to
25 Raemax. This is a personal services agreement

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2 for the administration of the Empire State
3 Games for the physically challenged. We are
4 proud to announce it's being held for the
5 first time in three years June 2nd to 4th at
6 the Mitchell Athletic complex. Also at Nassau
7 Community College. And housing some students
8 at Hofstra. We're expecting over 1,000
9 athletes this year for that weekend.

10 This contract provides for the
11 coordination of this event on behalf of Nassau
12 County. It's \$23,000 a year. Three years
13 length of term with a two-year option to
14 renew. Susan Maxwell, she was the former York
15 State coordinator for this event. She began
16 working with the county when the state said
17 that they would no longer going to fund the
18 Empire State Games. So we're very lucky to
19 have her. She's been involved for over 35
20 years. This is her company.

21 LEGISLATOR NICOLELLO: Very
22 good. Any questions? Thank you. I'm going
23 to go back to A-12, 2022 is the contract with
24 Contemporary Computer Services.

25 MR. GREGWARE: Dan Gregware,

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2 deputy county attorney. I understand that the
3 legislature had some questions about this
4 package. I reviewed the materials before this
5 was presented to the legislature, and I
6 believe that it does comply with all
7 applicable county procurement procedures and
8 general municipal law.

9 LEGISLATOR NICOLELLO: So then it
10 is permissible after the first year of
11 performance by the low bidder to then go to
12 the second bidder.

13 MR. GREGWARE: Certainly the
14 relevance -- I mean, typically these bids are
15 kept open for at least 180 days. The vendor
16 had to accept that his proposal was valid
17 longer than that 180 day period. Which the
18 vendor has. Certainly we would not like it to
19 extend much beyond one year. There's no
20 specific guideline as to how long that can
21 extended until. But certainly, you know,
22 under these circumstances by no means this
23 should be the normal practices with the
24 county. This is under an extraordinary
25 circumstances.

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2 LEGISLATOR NICOLELLO: Anyone
3 else have any questions for Mr. Gregware?
4 Thank you Dan. Next contract is with the
5 Department of Public Works.

6 MR. ARNOLD: Ken Arnold,
7 commissioner of public works. B-13 is a
8 construction contract for replacement of
9 handicap ramps located at various county roads
10 that were resurfaced as part of PR 1, 2 and
11 3. There were four bids received and 3G
12 Construction was the lowest responsible
13 bidder. Their MWBE is at five percent for the
14 project.

15 LEGISLATOR NICOLELLO: Any
16 questions on this contract?

17 LEGISLATOR ABRAHAMS: It's only
18 germane, Ken, to what we just heard in regard
19 to the IT contract. But I did want to ask
20 you, it's not specific to this contract but
21 more to the practice. There is currently a
22 contract that I believe that the county is
23 enduring or undertaking with Centennial Park.
24 Which I know you had communicated to my office
25 that that contract needed to be rebid. And I

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2 guess because it doesn't have the same urgency
3 as the IT contract that we just heard about
4 but it sounds like in that case -- I guess Mr.
5 Cleary can weigh in on this one as well -- it
6 sounds likes because that contract doesn't
7 have the same urgency we're deciding to rebid
8 that contract.

9 MR. ARNOLD: No.

10 LEGISLATOR ABRAHAMS: We're not
11 rebidding that contract?

12 MR. ARNOLD: We're rebidding it.
13 We did look at the other low bidders and the
14 third low bidder was willing to take the bid.
15 However, when we looked at his responsibility
16 determinations he would not be found
17 responsive. At that point we decided that
18 we're going to rebid the contract.

19 LEGISLATOR ABRAHAMS: The source
20 of the reason why we're rebidding is it
21 because the scope has changed for the
22 project?

23 MR. ARNOLD: Because the time
24 that has lapsed we don't believe -- none of
25 the bidders will keep their bids because their

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2 prices have increased since the bids were
3 opened. As part of that, since we're going to
4 rebid it for that purpose we do want make a
5 change, especially with the playground
6 equipment, because we made other changes in
7 other parks we want to standardize and make
8 sure all the parks have the same equipment if
9 we can get to that point.

10 LEGISLATOR ABRAHAMS: I guess to
11 make sure I'm clear, in the case of IT there
12 was -- obviously you can't answer this but I'm
13 just summarizing it. In the case of the IT
14 the second vendor was still potentially able
15 to do what the first vendor agreed to in terms
16 of the scope. In the event with public works
17 in regards to the contract with Centennial
18 none of the vendors were able to I guess
19 provide the same pricing that they were first
20 responding to?

21 MR. ARNOLD: Correct.

22 LEGISLATOR ABRAHAMS: Any reason
23 why we had a delay on not being able to get
24 the work up and running before their pricing
25 would have expired? Or their response?

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2 MR. ARNOLD: The low bidder we
3 had a long protracted back and forth with them
4 to get them to submit all their package
5 properly. We submitted the package to the
6 leg. The leg approved the package. We went
7 to issue the notice of award to them. They at
8 that point decided that they could not do the
9 job any further.

10 LEGISLATOR ABRAHAMS: Thank you.

11 LEGISLATOR NICOLELLO: Any other
12 questions on this contract? Why don't you
13 move on to E-35?

14 MR. ARNOLD: E-35 is a contract
15 amendment associated with design services for
16 our skater improvements at our various sewage
17 treatment facilities. This is with Camp
18 Dresser McKee and Smith. This is a contract
19 extension for three years at a quarter million
20 dollars. The reason behind the amendment was
21 that initially it was put together as one
22 contract for the design firm to put out. As
23 we went through the process we realized that
24 each plant needed its own construction
25 contract which lengthened the whole program.

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2 LEGISLATOR NICOLELLO: Any
3 questions? No. On to E-36.

4 MR. ARNOLD: E-36 is another
5 contract amendment with Hardesty and Hanover.
6 It's associated with the construction
7 management of the Bayville Bridge project.
8 When we bid Bayville Bridge it was right at
9 the time of COVID. In this case, recognizing
10 that the vendor was going to walk away from
11 his bid if we did not issue a notice to
12 proceed right away, we issued a limited notice
13 to proceed even though working with the office
14 of management and budget we did not want to
15 start the program until a little later. So we
16 issued a limited notice to proceed. The
17 vendor was able to order the equipment but we
18 held off on doing construction work until the
19 county's financial situation was more stable.
20 As such, we had our construction management
21 start early and this amendment is for funding
22 that we needed to pay him for that additional
23 time.

24 LEGISLATOR NICOLELLO: Any
25 questions? Last one is E-29, untabled item.

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2 MR. ARNOLD: E-29 is a contract
3 amendment with CG-3PL. They are managing our
4 HUD-related reimbursements for Sandy work.
5 The contract expired and this is an extension
6 to get to the end point of all the projects
7 that they're managing.

8 LEGISLATOR NICOLELLO: Any
9 questions on this one? Thank you Ken.

10 I think we're ready to go with the
11 vote including contracts E-32, E-40, A-12,
12 A-13, E-33, E-34, A-17, E-38, E-39, B-13,
13 B-35, B-36 and E-29. Any public comment on
14 these contracts? Hearing none, all in favor
15 signify by saying aye. Those opposed? They
16 carry unanimously.

17 What we're going to do now is keep
18 Rules open and invite the planning committee
19 to open a committee meeting as well. We have
20 to consider -- actually you'll have to untable
21 the Torretta Estates to be considered by both
22 committees and then it will be immediately
23 sent to the full legislature for
24 consideration.

25 Since we're waiting, we'll do with

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2 the Rules Committee, I'm going to call item
3 11-22. A resolution to authorize the release
4 of a surety bond and escrow deposit covering
5 improvements on the map of Torretta Estates.

6 That motion is made by Legislator
7 Rhoads. Seconded by legislator and Deputy
8 Presiding Officer Kopel. It's open in Rules
9 Committee.

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2 LEGISLATOR SCHAEFER: At this
3 time I will call the Planning, Development and
4 Environment Committee to order and I will ask
5 the clerk to please call the roll.

6 MR. PULITZER: Thank you.
7 Legislator Arnold Drucker.

8 LEGISLATOR DRUCKER: Here.

9 MR. PULITZER: Legislator Siela
10 Bynoe.

11 LEGISLATOR BYNOE: Here.

12 MR. PULITZER: Ranking member
13 Carrie Solages.

14 LEGISLATOR SOLAGES: Here.

15 MR. PULITZER: Legislator Denise
16 Ford.

17 LEGISLATOR FORD: Here.

18 MR. PULITZER: Legislator John
19 Giuffre.

20 LEGISLATOR GIUFFRE: Here.

21 MR. PULITZER: Vice-chairwoman
22 Rose Walker.

23 LEGISLATOR WALKER: Here.

24 MR. PULITZER: And Chairwoman
25 Laura Schaefer.

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2 LEGISLATOR SCHAEFER: Here.

3 MR. PULITZER: We have a quorum.

4 LEGISLATOR SCHAEFER: Thank you.

5 So there's one item to be untabled today which
6 is clerk item 11-22. Clerk item 11-22 is a
7 resolution to authorize the release of the
8 surety bond and escrow deposit covering
9 improvements on the map of Torretta Estates
10 situated in Farmingdale, Town of Oyster Bay,
11 county of Nassau, New York.

12 Can I have a motion to untable?

13 Moved by Legislator Ford and seconded by
14 Legislator Walker. All in favor signify by
15 saying aye. Motion is untabled. Who is here
16 to speak on this item?

17 MR. ARNOLD: Ken Arnold, public
18 works commissioner. So, this is an item to
19 release the bond associated with Torretta
20 Estates. The department has done its review
21 and all the issues associated with what the
22 bond was held for was addressed and department
23 is recommending release.

24 LEGISLATOR SCHAEFER: Thank you.

25 Is there anyone else that's recommending the

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2 release as well? I thought I heard something
3 about planning commission or no?

4 MR. ARNOLD: I believe the
5 planning commission already -- we wouldn't be
6 here if they didn't already do that.

7 LEGISLATOR SCHAEFER: Can you
8 just tell me what public improvements are
9 actually covered by this bond?

10 MR. ARNOLD: I don't know if I
11 have that in front of me. I know Deputy
12 Commissioner Sean Sallie when he was here went
13 through that. It's associated with sidewalks,
14 curbing, drainage facilities, all the things
15 that are common to the subdivision.

16 LEGISLATOR SCHAEFER: Thank you.

17 MR. ARNOLD: I know the wall is
18 not one of the items covered.

19 LEGISLATOR SCHAEFER: Okay. Are
20 there any other legislators that have comments
21 or questions? Legislator Drucker.

22 LEGISLATOR DRUCKER: Thank you
23 Madam Chair. I don't know if it would be
24 better before I ask commissioner some
25 questions if we heard from the adjacent

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2 homeowner. I'm saying I will ask the
3 commission. Maybe we can hear from the
4 gentleman also.

5 LEGISLATOR SCHAEFER: I don't
6 think it matters. I think you can just ask
7 your questions and then we can go back and
8 forth if we need to.

9 LEGISLATOR DRUCKER:
10 Commissioner, so this item was tabled a couple
11 of weeks ago to allow for the county to
12 revisit the location and verify any of the
13 complaints that the adjourning homeowner had
14 when he was here and whether or not all of the
15 conditions and requirements by the developer
16 were performed as per the terms of the escrow
17 agreement. Can you tell us in as much of a
18 detail fashion as you can how the homeowner's
19 complaints have been either addressed or
20 whether they're beyond the scope of the
21 county's fiduciary obligations with respect to
22 the release of the escrow?

23 MR. ARNOLD: It's the latter. I
24 spoke with both my inspectors and Deputy
25 Commissioner Sallie before he left county

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2 service and all the conditions of the bond
3 have been addressed.

4 LEGISLATOR DRUCKER: Do you know
5 what those conditions were?

6 MR. ARNOLD: Not off the top of
7 my head. I would have to go back. I know
8 everything that was built was built according
9 to the plans and specifications and inspected
10 and found acceptable.

11 LEGISLATOR DRUCKER: Do you know
12 if there was a reinspection done after we
13 tabled this item a couple of weeks ago?

14 MR. ARNOLD: I do not believe
15 there was another inspection, no.

16 LEGISLATOR DRUCKER: I thought
17 that we were going to table this so that they
18 had another reinspection.

19 LEGISLATOR SCHAEFER: Legislator
20 Bynoe.

21 LEGISLATOR BYNOE: I recollect
22 clearly that during the last time that we met
23 and discussed this item I asked the question
24 whether we went out in conditions that would
25 have allowed us to observe the concerns of the

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2 homeowner and it was answered no. And I said
3 I think we should go out and observe that
4 property under those conditions, which would
5 be rain. I believe someone from that side
6 laughed and said let's put on our boots or
7 something and we will go. So, it was my
8 understanding that we were going to go back
9 out and look at that property under those
10 conditions.

11 LEGISLATOR DRUCKER: Otherwise
12 why was it tabled?

13 LEGISLATOR WALKER: I could say I
14 have gone out to the property. I've seen it
15 in the rainy weather. I've seen it on a
16 gorgeous day. It's in my district so I drive
17 by it often and there is no puddling. There
18 is no piles of dirt that would have washed
19 down. None of that is visible through any
20 different type of weather. And we've had some
21 really gorgeous weather and we've had some
22 crummy weather. So, you would think that
23 things would have washed down and they would
24 have been visible even if it was a pile of
25 dirt.

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2 LEGISLATOR DRUCKER: Legislator
3 Walker, I certainly appreciate that you went
4 the extra yard and did that yourself but I
5 thought that we were tabling this so that we
6 could have someone from DPW go out there and
7 assess it too.

8 LEGISLATOR SCHAEFER: I thought
9 you guys wanted to go out there.

10 LEGISLATOR DRUCKER: We did with
11 DPW. We thought we would go out there with
12 them.

13 LEGISLATOR SCHAEFER: I thought
14 you were just doing that yourself.

15 LEGISLATOR DRUCKER: I don't know
16 what I'm looking at.

17 LEGISLATOR SCHAEFER:
18 Commissioner, you said this doesn't, the bond
19 doesn't cover the wall itself; is that
20 correct?

21 MR. ARNOLD: Correct.

22 LEGISLATOR SCHAEFER: I know that
23 I've spoken to a number of people, and I was
24 at the first meeting and there were some
25 plantings that were going to be done that

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2 Mr. Lapidus' attorney agreed to having done or
3 being done at some point in the future. I
4 don't know. And when he is up I will find out
5 if that has happened yet.

6 MR. ARNOLD: Again, my
7 understanding is those plantings are not part
8 of the bond.

9 LEGISLATOR SCHAEFER: That I
10 know.

11 LEGISLATOR NICOLELLO: I have a
12 follow-up. Mr. Arnold, this is an item that
13 authorizes the release of the surety bond and
14 cash escrow deposit filed with the Office of
15 Nassau County Planning Commission. So, the
16 commission accepted both to secure the cost of
17 public improvements. Now, you've described
18 those public improvements as, for example,
19 roads, sidewalks, curbs, drainage, right?

20 MR. ARNOLD: Yes.

21 LEGISLATOR NICOLELLO: And that
22 is the limit of what the Department of Public
23 Works, under this bond, can do is look and see
24 whether those public improvements are up to
25 the county standards.

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2 MR. ARNOLD: Correct. And we
3 doubled checked because there was the concern
4 with the wall and the wall was not one of
5 those necessary items.

6 LEGISLATOR NICOLELLO: So the
7 wall and the adjourning property owners is not
8 within the county's jurisdiction in terms of
9 determining whether or not to release the
10 bond?

11 MR. ARNOLD: Correct.

12 LEGISLATOR NICOLELLO: By law,
13 once you have looked at the public
14 improvements that these bonds were submitted
15 for, by law, once those public improvements
16 are deemed to be adequate the county has to
17 release the bond?

18 MR. ARNOLD: Yes.

19 LEGISLATOR NICOLELLO: Regardless
20 of whether there's issues with the adjourning
21 property owner that, again, those property
22 owners are having a problems with the
23 development, the county, as a matter of law,
24 cannot continue to hold the bond and surety
25 when it's already determined that the public

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2 improvements are satisfactory?

3 MR. ARNOLD: Correct.

4 LEGISLATOR NICOLELLO: To do so
5 exposes the county itself to liability?

6 MR. ARNOLD: I would assume so,
7 yes.

8 LEGISLATOR SCHAEFER: Okay. I'm
9 happy to let Mr. Lapidus come up and comment
10 if he wishes to. Thank you commissioner.

11 MR. LAPIDUS: I gave you pictures
12 that my land is eroding. It's there. You did
13 receive my emails this morning?

14 LEGISLATOR SCHAEFER: Yes, I did.

15 MR. LAPIDUS: It speaks for
16 itself.

17 LEGISLATOR SCHAEFER: Did you
18 plant anything there yet because I know that
19 was something --

20 MR. LAPIDUS: I didn't plant
21 anything there because I cannot plant anything
22 because the land is sliding. Whatever I put
23 there I have to raise it two or three feet in
24 order to give it some -- there's no way for me
25 to put foundation up.

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2 LEGISLATOR SCHAEFER: I remember
3 at that meeting that that was agreed to. And
4 I understand it's still early sort of in the
5 season to do but that would be what would
6 maintain the soil. What would hold it
7 together would be to make some plantings
8 there.

9 MR. LAPIDUS: Right. But again,
10 in order for me to do that the land is going
11 to run off -- the land is sliding. It's going
12 to slide on to somebody else's property which
13 is not mine. So I cannot actually plant
14 something that's not mine. I wasn't planting
15 because I was going to put some top soil seeds
16 and put grass there but I can't because of the
17 slant.

18 And the pictures I showed you.
19 There's no way for me -- the only way I can
20 plant anything there is to have permission
21 from the homeowners telling me if something
22 happens to my property I'm okay with that.
23 Otherwise, if I planted it's not going to
24 stay. It's just going to be washed away,
25 knocked over by the wind. If it was flat it

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2 would be different. But I don't think I can
3 plant anything.

4 If you see the pictures, the land
5 has been stripped from what it was when the
6 estate fence was put in and what's left of it
7 now. I believe picture number three or four
8 was the estate fence. This is the way
9 Torretta Estates was stabilizing the land.
10 But obviously it's not stable. Everything has
11 been eroded.

12 LEGISLATOR SCHAEFER: Our woman
13 is obviously holding this bond money has
14 really nothing do with that. If you have an
15 issue with what's going on, if that's going on
16 at your property then your recourse is to sue
17 the developer. It has nothing to do with the
18 surety bond. We can't hold it as you just
19 heard.

20 MR. LAPIDUS: Nobody told me that
21 before you. I traveled four years in
22 different committees. Nobody ever told me to
23 hire a lawyer.

24 LEGISLATOR SCHAEFER: But you
25 have a lawyer already.

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2 MR. LAPIDUS: Yes, I do. It's
3 unfortunate. So my only option is suing the
4 developer?

5 LEGISLATOR SCHAEFER: Your
6 recourse is to take it upon yourself and do
7 whatever you have to do to try and rectify the
8 situation. But the county is not involved at
9 this point anymore because the surety bond
10 needs to be released.

11 MR. LAPIDUS: I have two
12 questions. One question, one comment.
13 Regarding the public works, there were
14 supposed to be two sidewalks, on the north
15 side and on the south side. There's only one
16 sidewalk and there is no sidewalk on the other
17 side and that was supposed to be there. And
18 the reason the other sidewalk is not there is
19 because the developer put the foundation of
20 lot number six too close to the road and
21 because of that he cannot install a sidewalk.

22 For me or any of my guests or any
23 my neighbors they cannot work walk through
24 there now. So there was supposed to be
25 another sidewalk and it's not there. So it's

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2 not complete. And the reason for that is
3 because I found out is because lot number six
4 is being really evaluated because it's in the
5 wrong place where it should have been. It's
6 not complete. It's piece there.

7 LEGISLATOR SCHAEFER: I mean,
8 again, that has nothing to do with the surety
9 bond though.

10 MR. LAPIDUS: But it has to do
11 with public works and improvement.

12 LEGISLATOR SCHAEFER: I couldn't
13 really respond to it. I don't know what the
14 plans were, if they changed and why. That's
15 something that you would have to talk to the
16 developer about.

17 MR. LAPIDUS: Thank you.

18 LEGISLATOR SCHAEFER: Any other
19 comments from the legislators?

20 LEGISLATOR DRUCKER: Thank you
21 madam chair.

22 Mr. Lapidus, just a quick question
23 for you. Our concern here was that, you know,
24 there were certain deficiencies in the final
25 construction that involved the county in some

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2 way. When you first came before us you had an
3 attorney with you and she was able to both in
4 writing and before us through testimony
5 articulate what the concerns were. And as a
6 result this item again was first tabled I
7 think back in February.

8 Since that time though you have
9 been before us a couple of times. We've never
10 heard from your legal counsel at all. Which
11 is telling also because had there been a
12 viable cause of action against the county in
13 some respects and that was articulated by your
14 counsel that might have given us more of a
15 reason to take pause here.

16 I'm just concerned that and I
17 needed to hear from the representatives of the
18 county DPW that in their professional opinion
19 all of the covenants, conditions and
20 requirements of the county have been taken
21 care of and we have an obligation to release
22 the escrow and that there's nothing
23 outstanding.

24 I echo Chairwoman Schaefer's
25 position in that you do have recourse in the

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2 courts if you have been -- if your rights have
3 been violated and there are certain
4 consequential damages to the construction.
5 But you need to consult with counsel and find
6 out how you can direct those efforts.

7 Because right off the bat perhaps
8 the developer fell quite short in certain
9 respects in a lot of ways with regard to your
10 property and some of the others. I don't know
11 if the Town of Oyster Bay when they did their
12 sign-offs had any role in this as well.

13 But I was waiting to hear hopefully
14 today from someone on your behalf or yourself
15 where the county has fallen short. Where are
16 they obligated to do something else before
17 that escrow is released. And that's what I
18 was concerned about as a legislator for every
19 individual in this county. Unfortunately, we
20 haven't heard that today from you or anyone on
21 your behalf as to what the county's obligation
22 is at this point in time. Based on that, I
23 see no reason why the bond shouldn't be
24 released.

25 LEGISLATOR SCHAEFER: Thank you.

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2 MR. LAPIDUS: I'd just like to
3 say one thing. The main concern is, as I
4 wrote in the letter, the Town of Oyster Bay
5 building code enforcement told me that they
6 will be filing violations on the property
7 because of the water runoff and regrading,
8 which was not caused by me. I filed all my
9 legal evidence from day one with surveys, with
10 notices, pictures, as my land was being
11 regraded, excavated, destabilized. I was not
12 aware that this can go on. I kept on filing
13 complaints because I was asked by the Town of
14 Oyster Bay building department file this, show
15 me this, take a picture. I was doing
16 everything I was asked as the construction
17 went. I even called the police and they told
18 me there was nothing they can do. This is a
19 civil matter.

20 LEGISLATOR SCHAEFER: If there
21 are violations issued then you can go defend
22 yourself against those. If that's what's
23 happening then when you go to the Town of
24 Oyster Bay with that issue then defend
25 yourself with that.

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2 MR. LAPIDUS: Town of Oyster Bay
3 last time it cost me \$70,000. I don't mind
4 defending myself but it's very difficult.
5 Very difficult. I'm filing papers to avoid
6 this because they will file them. They told
7 me they will. It's obvious the land is
8 sliding, eroding, destabilizing. Construction
9 fence left on my property. Everything that I
10 could have done I did. But unfortunately, it
11 got me nowhere. The construction was never
12 stopped. There was only one violation issued
13 against the property. They left a
14 construction door open. There were lots of
15 violations. You can speak to my neighbors.
16 But that's irrelevant here. Here I am because
17 I did everything I was supposed to do. I
18 documented it and I filed and I never got one
19 report.

20 LEGISLATOR SCHAEFER: You should
21 have a good defense then. It's just not
22 here. This is not the place to address it
23 because we can't really help you with that.
24 I'm sorry.

25 MR. LAPIDUS: Thank you.

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2 LEGISLATOR SCHAEFER: Legislator
3 Rhoads.

4 LEGISLATOR RHOADS: You
5 summarized it very well. You're simply not in
6 the right venue. You have counsel. Counsel
7 certainly should be qualified to be able to
8 advise you of your legal rights. It sounds as
9 though you have several avenues of recourse.

10 But with respect to the county
11 infrastructure that was to be guaranteed by
12 the surety bond, there seems to be universal
13 agreement that the conditions with respect to
14 the release of that bond as it pertains to the
15 county's infrastructure have been met. So,
16 there's no reason for us and in fact it we
17 would be putting the county at risk by failing
18 to release that surety bond.

19 But that's not to say that you have
20 other avenues and your counsel should have the
21 opportunity to be able to advise you of those.

22 MR. LAPIDUS: Two things and I
23 will done. First of all, the reason for my
24 counsel not being here she said Alex, you
25 spent so much money with me. Just go by

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2 yourself. You know your property. That's why
3 she's not here.

4 The second thing, I do appreciate
5 your time and thank you for your service.

6 LEGISLATOR SCHAEFER: Thank you.
7 If there are no other comments from the
8 legislators, all those in favor of passing
9 clerk item number 11-22 please signify by
10 saying aye. Any opposed? The item passes
11 unanimously.

12 We will be putting Planning,
13 Development and the Environment in recess.

14 (Committee recessed at 2:21 p.m.)

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2 LEGISLATOR NICOLELLO: The Rules
3 Committee now will call for a vote on the same
4 item which is clerk item number 11 of 2022.
5 All in favor signify by saying aye. Those
6 opposed? Passes unanimously.

7 We will put Rules in recess and
8 call the full legislature.

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

10 (Committee reconvened at 3:11 p.m.)

11 LEGISLATOR NICOLELLO: Let's call
12 the Rules Committee back. First thing we need
13 is a motion to suspend the rules since we have
14 an addendum. Moved by Legislator Rhoads.
15 Seconded by Deputy Presiding Officer Kopel.
16 All in favor of suspending the rules signify
17 by saying aye. Opposed? The rules are
18 suspended.

19 We have a consent calendar of items
20 that just went through other committees. Item
21 11, item 133, item 134, 137, 139, 142, 143,
22 144, 146 and 149. Those items just went
23 through other committees. Motion by Minority
24 Leader Abrahams. Seconded by Legislator
25 Schaefer. Any debate or discussion on those

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2 items? Any public comment? Hearing none, all
3 in favor signify by saying aye. Those
4 opposed? Carries unanimously.

5 Item 135 is a resolution setting
6 forth the officers and employees deemed to
7 hold policy-making positions for filing year
8 2022, relating to calendar year 2021, who
9 shall be required to file annual statements of
10 financial disclosure.

11 Motion by Legislator Schaefer.
12 Seconded by Legislator Rhoads. Any debate or
13 discussion on this item? Any public comment?
14 We're good. All in favor signify by saying
15 aye. Those opposed? Carries unanimously.

16 Items 140 and 141. These are
17 resolutions authorizing the county executive
18 to execute intermunicipal agreements with the
19 Levittown Union Free School District and the
20 Bellmore Fire District.

21 Motion by Legislator Rhoads.
22 Seconded by Legislator DeRiggi-Whitton. Any
23 debate or discussion on these items? Any
24 public comment? Hearing none, all in favor
25 signify by saying aye. Those opposed?

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2 Carries unanimously.

3 Item 145, an ordinance allowing the
4 Nassau County Police Department to donate one
5 surplus tow truck to the Carlisle Fire Company
6 in Milford, Delaware.

7 Moved by Legislator Bynoe.

8 Seconded by Legislator DeRiggi-Whitton. I see
9 coming up Inspector Field.

10 MR. FIELD: William Field,
11 inspector with the police department.

12 Item 145-22 is a request to donate
13 a 1979 auto car tow truck from our police
14 department to the Carlisle Fire Company in
15 Milford, Delaware. The Carlisle Fire
16 Department is looking to use the vehicle to
17 assist with expediting vehicles from waterways
18 and marshland in its service area.

19 We were put in contact with this
20 fire department through the Terry Farrell fire
21 fighters fund.

22 LEGISLATOR NICOLELLO: The tow
23 truck from 1979 is still functional?

24 MR. FIELD: My understanding is
25 it needs a lot of work. Engine,

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2 transmission. There's also some issues with
3 some of the cabling. Needs some work.

4 LEGISLATOR NICOLELLO: Any other
5 questions? Thank you. Any public comment?
6 All in favor signify by saying aye. Those
7 opposed? Carries unanimously.

8 Item 147 is a resolution to confirm
9 the county executive's appointment of Michael
10 Perry to the Assessment Review Commission.

11 Motion by Legislator Rhoads.
12 Seconded by Legislator Schaefer. That is
13 before us. Any debate or discussion?

14 LEGISLATOR ABRAHAMS: As we
15 always do, we're going to pass through Mr.
16 Perry in hopes that he will be able to meet
17 with us in the next couple of weeks. I
18 believe the next meeting is on a Wednesday. I
19 stand corrected. It's on a Monday night. So,
20 we're looking forward to that night meeting as
21 well and then looking forward to meeting
22 Mr. Perry.

23 LEGISLATOR NICOLELLO: Any
24 further debate or discussion? Any public
25 comment? All in favor signify by saying aye.

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2 Those opposed? Carries unanimously.

3 148 of 2022 is local law to amend
4 the county government law of Nassau County in
5 relation to establishing a Nassau County
6 movie, television and digital media
7 commission.

8 Moved by Deputy Presiding Officer
9 Kopel. Seconded by Minority Leader Abrahams.
10 Any debate or discussion on this item?

11 LEGISLATOR DERIGGI-WHITTON: I
12 just have one question. Are we still going to
13 have the other film commission that we already
14 have or are we going to dismantle the one
15 that's in place now?

16 MR. LEMOINE: Chris Lemoine from
17 the administration. There is no film
18 commission in terms of what this piece of
19 legislation presents. That ended in 2004.
20 But the current individuals that work I
21 believe in the parks department that process
22 the permits and do the paperwork with respect
23 to any productions will still be in place of
24 course. Yes.

25 LEGISLATOR DERIGGI-WHITTON: I

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2 think the website shows -- do we have the
3 members on that? Debbie, what was her last
4 name? Debbie Markowitz was the director.

5 MR. LEMOINE: I don't think she
6 is the director anymore, and I believe there
7 are one or two employees in the parks
8 department currently handling the permits.
9 But this entity will be a resource to help
10 gain business in the media field to the
11 county.

12 LEGISLATOR DERIGGI-WHITTON:
13 Maybe we can just correct the website to have
14 the correct wording and list the members once
15 it's established.

16 MR. LEMOINE: Once this passes
17 hopefully and we have the members set up, of
18 course.

19 LEGISLATOR DERIGGI-WHITTON: I
20 think it's great that we're getting that
21 revenue.

22 LEGISLATOR NICOLELLO: Any other
23 comments or questions? Thank you Chris. Any
24 public comments? All in favor signify by
25 saying aye. Those opposed? Carries

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2 unanimously.

3 Legislator Rhoads motion to
4 adjourn. Seconded by Legislator Bynoe. All
5 in favor of adjourning signify by saying aye.
6 Those opposed? We're adjourned.

7 (Committee adjourned at 3:18 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 13th day of
May 2022.

FRANK GRAY