

NASSAU COUNTY LEGISLATURE

COMMITTEES MEETING

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RICHARD NICOLELLO

PRESIDING OFFICER

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RULES COMMITTEE

County Executive and Legislative Building

1550 Franklin Avenue

Mineola, New York

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Monday, February 6, 2023

1:46 p.m.

TAKEN BY: KAREN LORENZO, OFFICIAL COURT REPORTER

A P P E A R A N C E S

LEGISLATOR RICHARD NICOLELLO Chair

LEGISLATOR HOWARD KOPEL Vice Chair

LEGISLATOR JOHN GIUFFRE

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

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MICHAEL PULITZER Clerk of the Legislature

A L S O    A P P E A R E D

TOM DELANEY, NASSAU COUNTY OEM.

CHARLIE CASOLARO, COMPTROLLER'S OFFICE

COMMISSIONER BELYEA, PARKS DEPARTMENT

TOM MONTEFINESE, COUNTY ATTORNEY'S OFFICE

KEN ARNOLD, PUBLIC WORKS

JOSH MEYER, OUTSIDE COUNSEL, WEST GROUP LAW,

BRIAN LIBERT, COUNTY ATTORNEY'S OFFICE

ANDY PERSICH, OMB

INSPECTOR FIELD, POLICE DEPARTMENT

PUBIC COMMENT:

META J. MEREDAY

PUBLIC COMMENT:

META J. MEREDAY

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2 CHAIRMAN NICOLLELO: Mike, could you  
3 please call the roll?

4 CLERK PULITZER: Thank you,  
5 Presiding Officer. Roll call Rules  
6 Committee.

7 Legislator Siela Bynoe?

8 LEGISLATOR BYNOE: Here.

9 CLERK PULITZER: Legislator Delia  
10 DeRiggi-Whitton?

11 LEGISLATOR DERIGGI-WHITTON: Here.

12 CLERK PULITZER: Ranking Member  
13 Kevan Abrahams?

14 LEGISLATOR ABRAHAMS: Here.

15 CLERK PULITZER: Legislator Laura  
16 Schaefer?

17 LEGISLATOR SCHAEFER: Here.

18 CLERK PULITZER: Legislator John  
19 Giuffre?

20 LEGISLATOR GIUFFRE: Here.

21 CLERK PULITZER: Vice Chairman  
22 Howard Kopel?

23 LEGISLATOR KOPEL: Here.

24 CLERK PULITZER: Chairman Richard  
25 Nicoletto?

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CHAIRMAN NICOLLELO: Here.

CLERK PULITZER: We have a quorum,  
sir.

CHAIRMAN NICOLLELO: So again, as we  
always do with do the contracts first on  
the Rules Committee. I'm not going to  
call E6-23 I'm going to recuse myself on  
that. So I'll save that for the end, and  
then that can be called when I'm out of  
the room.

So here we go: E7, E8, E9, E11,  
E12, E13, E14, E16, E17 of 2023. These  
are all resolutions authorizing the  
County Executive to execute personal  
services agreements or amendments to  
personal services agreements between the  
County of Nassau and Law Office of  
Vincent McNamara; Orrick, Herrington and  
Sutcliffe; Cuomo, LLC; Lamb & Barnosky;  
Bond, Schoeneck; Nassau County Vocational  
Education and Extension Board; Bonadio &  
Company; Mayer, Hoffman; and Nassau  
Energy; and E15 of 2003 is a Resolution  
authorizing the County Executive to

1  
2 execute a sponsorship agreement between  
3 the County and Jovia Financial Credit.

4 Motion by Deputy Presiding Officer  
5 Kopel, seconded by Minority Leader  
6 Abrahams. That's before us.

7 First contract that we're going to  
8 call is with Emergency Management and  
9 it's E13 to 2023 with the VEEB.

10 MR. DELANEY: Good afternoon. Tom  
11 Delaney, Nassau County OEM. Here to talk  
12 about a contract renewal that is up for  
13 approval for VEEB, Vocational Education  
14 Extension Board.

15 We use Homeland Security grant funds  
16 to pay for specialized training that VEEB  
17 affords to members of our volunteer fire  
18 service. So this contract renewal is two  
19 things. One, the renewal. Two, we're  
20 making a partial incumbrance of \$350,000,  
21 as I said, all 100% grant funded. Okay.

22 CHAIRMAN NICOLLELO: This is grant  
23 funding that supplements the budgeted  
24 amounts for VEEB; is that correct?

25 MR. DELANEY: That is correct.

1  
2 CHAIRMAN NICOLLELO: Okay. The grant  
3 funding, can you tell me how it compares  
4 to previous years?

5 MR. DELANEY: Actually, this year we  
6 had a little bit of funding left that had  
7 not been spent down. So we're encumbering  
8 \$350,000. Previous years had been  
9 \$300,000. Going forward, would expect to  
10 return back to \$300,000, unless, of  
11 course, we have funds remaining.

12 CHAIRMAN NICOLLELO: Okay.  
13 How's it compared to previous  
14 contracts? Are they're getting less grant  
15 funding, same, more?

16 MR. DELANEY: Well, like I said, this  
17 year we had a little bit of money left  
18 over in our grants that need to be closed  
19 out. We had a lot of delays in getting  
20 our grants spent down because of COVID  
21 and other supply chain issues. So that's  
22 why we're forwarding \$350,000 this year.  
23 But every other year it had been  
24 \$300,000. There's no decrease in the  
25 amount of funding that we are affording

1  
2 to VEEB.

3 CHAIRMAN NICOLLELO: Is that right?  
4 I mean, I was told that they were going  
5 down from \$1.1 million per year to  
6 \$825,000.

7 MR. DELANEY: That's because in the  
8 first three years of the contract, when I  
9 did it, I tried to be optimistic about  
10 the potential for funding. We could  
11 afford them and just put that allowance.  
12 I always budgeted a little more than I  
13 have to if I can. But it doesn't mean  
14 that that's what they're going to get.

15 CHAIRMAN NICOLLELO: So in previous  
16 years, the the amount was \$1.1 million  
17 per year, and this year it's \$825,000?

18 MR. DELANEY: Well, again, the first  
19 three years that 1.1 represents what I  
20 would call an optimistic amount.

21 CHAIRMAN NICOLLELO: Right.

22 MR. DELANEY: This one now by  
23 reducing it, it brings it into a  
24 realistic value for what we can actually  
25 afford them over that full six year



1  
2 period of this contract.

3 CHAIRMAN NICOLLELO: All right. So  
4 at any point were they receiving \$1.1  
5 million in funding from the grant?

6 MR. DELANEY: No. Again, that was  
7 just budgeted per se in the contract as  
8 being an optimistic value, if money  
9 became available that above the \$300,000.

10 CHAIRMAN NICOLLELO: So the \$825,000  
11 is a more realistic number?

12 MR. DELANEY: Very much so.

13 CHAIRMAN NICOLLELO: Is that not  
14 just realistic, but is that a number that  
15 they're actually going to get?

16 MR. DELANEY: Well, they will. The  
17 incumbrance right now is actually for the  
18 third year of the original contract. It's  
19 just through a lot of, let's call it an  
20 oversight. We thought the contract  
21 expired at the end of December this year,  
22 but it expired at the end of December  
23 '21. The claim that they provide to us,  
24 I'm not making it up, the two claims are  
25 this thick (indicating).

CHAIRMAN NICOLLELO: Right.

MR. DELANEY: It's a lot to go through to audit to ensure Comptroller's will accept it.

CHAIRMAN NICOLLELO: Okay. So I'm just making sure that they're not actually receiving a decrease in funding as a result of this proposal.

MR. DELANEY: No, sir. And as you know, as long as I'm at the helm on the grant stuff here, I'm going to do the best I can to ensure that they stay funded at this level.

CHAIRMAN NICOLLELO: Okay. Does anyone else have any questions?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: Well, thank you.

MR. DELANEY: Thank you.

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2 CHAIRMAN NICOLLELO: Next contract is  
3 with the Comptroller's Office and the  
4 Bonadio group.

5 MR. CASOLARO: Good afternoon, Mr.  
6 Majority Leader, Legislators, my name is  
7 Charlie Casolaro, Chief Counsel to the  
8 Comptroller.

9 You have before you an amendment  
10 between the County of Nassau and the  
11 Bonadio Group for additional funding. The  
12 Bonadio Group helps Nassau County and the  
13 Comptroller's Office each year prepare  
14 its ACFR, which is Annual Comprehensive  
15 Financial Reports. That document is used  
16 in our auditing reporting.

17 There's an increase in funding for  
18 two reasons. One, the tightening of what  
19 we call GASB rules, Government Standards,  
20 Accounting Board. They've tightened some  
21 of their rules and made some deadlines a  
22 little tighter, adding more work for the  
23 Bonadio Group. And the depth and the  
24 level of the County and the complexity of  
25 the County's finances has also increased

1  
2 the work on the Bonadio Group. And after  
3 speaking with the Comptroller's Office,  
4 they have asked for additional funding.  
5 The additional funding will be just  
6 \$30,675 for this year. The Comptroller's  
7 Office thinks that's not terribly  
8 significant. The Bonadio Group does good  
9 work and we'd ask for this amendment to  
10 be approved.

11 CHAIRMAN NICOLLELO: Thank you. Any  
12 questions?

13 (Whereupon, no verbal  
14 response.)

15 CHAIRMAN NICOLLELO: Thank you,  
16 Charlie.

17 MR. CASOLARO: You're welcome.

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CHAIRMAN NICOLLELO: Next contract is with Parks, El5, sponsorship with Jovia Financial.

COMMISSIONER BELYEA: Good afternoon, Darcy Belyea, Parks Commissioner. This item is a sponsorship agreement between the County and a Jovia Financial Credit Union. It's a revenue producing agreement in the amount of \$60,000. Jovia was the title sponsor of the 2022 summer concert series at Lakeside Theatre in Eisenhower Park. And the term of this agreement ended on August 31st, 2022.

CHAIRMAN NICOLLELO: So this is an increase?

COMMISSIONER BELYEA: Increase, Yes.

CHAIRMAN NICOLLELO: Okay. And this is for the concert series at Eisenhower?

COMMISSIONER BELYEA: Right. At Eisenhower in the summer.

CHAIRMAN NICOLLELO: Okay. There was talk of trying to attain other sponsorships; this does not preclude us

from doing so.

COMMISSIONER BELYEA: Absolutely not. The more the merrier.

CHAIRMAN NICOLLELO: Okay.

Any questions for Darcy? Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: How are you?

COMMISSIONER BELYEA: Good. How are you?

LEGISLATOR ABRAHAMS: Good.

So if I understand this agreement, it's a revenue generated agreement.

COMMISSIONER BELYEA: Correct.

LEGISLATOR ABRAHAMS: Which I guess that criteria is a little bit different than we normally do in the Legislature.

COMMISSIONER BELYEA: Correct.

LEGISLATOR ABRAHAMS: I asked a question because we noticed in the backup that there's no disclosure forms for any of the principals; can you elaborate on why.

COMMISSIONER BELYEA: Correct. So typically these agreements are used in

1  
2 occupancy permit, which we don't  
3 typically bring before you. But I chose  
4 to simply because it's revenue and full  
5 transparency is the way to always go. And  
6 Jovia, as we know, is an entity whose  
7 principals are its account holders. So  
8 when they began the process of completing  
9 the principal questionnaires, they  
10 realized it was unrealistic to have all  
11 of their account holders fill them out.  
12 So I referred it to the County Attorney's  
13 Office, and the affidavit was the route  
14 that was chosen to be taken in lieu of  
15 not being able to have every principal  
16 fill out the principal questionnaire.

17 LEGISLATOR ABRAHAMS: Okay. So I  
18 understand your appreciation for  
19 transparency, but I can't recall a  
20 contract or an agreement where we didn't  
21 provide the complete disclosures. So am I  
22 missing something? I understand that it's  
23 revenue generating and I understand it's  
24 a use and occupancy agreement, but I'm  
25 not too sure --

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2 MR. MONTEFINESE: I just wanted to  
3 step in. My name is Tom Montefinese. I'm  
4 from the County Attorney's Office. This  
5 is a unique agreement. It's kind of a  
6 hybrid. We process them as UNO's, we  
7 structure them as UNO's. They're really  
8 sponsorship agreements. Generally, these  
9 sponsorship agreements have not gone  
10 before the Legislature. We haven't  
11 required disclosure forms for these  
12 agreements. We took that model because  
13 this is revenue generating, and because  
14 it is structured as a U&O with the  
15 ordinance requiring there to be  
16 legislative approval because we're  
17 receiving the revenue, we did come before  
18 the Legislature on this. We said, hey,  
19 we've got to go in front of the  
20 Legislature.

21 That said, we still are considering  
22 this a sponsorship agreement. We have  
23 spoken to the IG's office, we've spoken  
24 to procurement. We're actually taking  
25 this under consideration because this is



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2 such a unique kind of thing that we're  
3 encountering that we haven't really  
4 contemplated this before, we're  
5 considering putting into place policies  
6 and procedures to address this kind of  
7 agreement going forward. So we are going  
8 to take the IG under consideration. We  
9 were going to take suggestions from  
10 Procurement and address this going  
11 forward. But that's why we did accept the  
12 affidavit in lieu. We have Jovia, they're  
13 reputable, they've been working in Long  
14 Island for 84 years.

15 LEGISLATOR ABRAHAMS: I guess what  
16 I'm asking is, or I'm driving at is, that  
17 there are other principals at Jovia other  
18 than the one that's in the back up,  
19 correct?

20 MR. MONTEFINESE: Well, my  
21 understanding is that credit unions, all  
22 the members are principals; they're all  
23 considered principals.

24 LEGISLATOR ABRAHAMS: They have a  
25 board.

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2 MR. MONTEFINESE: They have a board.

3 LEGISLATOR ABRAHAMS: And that board  
4 is representative of multiple different  
5 people that make decisions. The account  
6 holders don't make the general decisions  
7 of the credit union, do they?

8 MR. MONTEFINESE: No, they don't.  
9 However, as I said before, we were  
10 modeling this after our previous the  
11 sponsorship agreements, which we didn't  
12 require --

13 LEGISLATOR ABRAHAMS: Which  
14 agreements were those?

15 MR. MONTEFINESE: TD Bank,  
16 previously. And in previous years also,  
17 Jovia as well.

18 LEGISLATOR ABRAHAMS: The one with  
19 TD Bank, I don't recall it. When was that  
20 passed in the Legislature?

21 MR. MONTEFINESE: I don't believe it  
22 was. Because it's a sponsorship  
23 agreement, it wasn't structured in a  
24 manner that it was coming before the  
25 Legislature. It wasn't revenue producing.

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2 The key difference here is that this one  
3 was revenue producing versus previous  
4 years where it wasn't revenue producing,  
5 which is why we went before the  
6 Legislature.

7 LEGISLATOR ABRAHAMS: And I agree  
8 with that. I agree with that sense, 100%.

9 So there has never been an agreement  
10 which has been revenue producing that's  
11 been a sponsorship agreement that has  
12 come to the Legislature?

13 MR. MONTEFINESE: Not that we have  
14 seen in the County Attorney's Office that  
15 we put before, that it's been structured  
16 in this manner. Like I said, this is a  
17 unique agreement. This is a unique  
18 circumstance. It's retroactive, as well,  
19 that we're looking at. So that's why  
20 going forward, we wanted to assess the  
21 situation because it came up and now  
22 we're looking to put policy in place, to  
23 put procedure in place, so that way going  
24 forward, we can see exactly how we're  
25 going to approach these agreements.

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2 Because, hopefully, we're going to have a  
3 lot more coming down in the future.

4 LEGISLATOR ABRAHAMS: But I would  
5 strongly suggest -- and I'm going to ask  
6 the IG come up as well -- I would  
7 strongly suggest that we just follow the  
8 format that's already there that's part  
9 of our law that disclosures are made for  
10 all principals.

11 MR. MONTEFINESE: So the key  
12 difference here that, well, one, it would  
13 be everyone, all the members would have  
14 to disclose if we were going to have all  
15 principals disclosing. The affidavit was  
16 submitted, which, still the County did  
17 request these forms. They pointed out  
18 that Jovia pointed out, and we agree that  
19 this is a different agreement because of  
20 the sponsorship, because of the way it's  
21 structured. So our position was that the  
22 disclosure forms aren't required under  
23 this circumstance. We aren't required  
24 legislative approval.

25 LEGISLATOR ABRAHAMS: So this is the

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2 opinion of the County Attorney's Office  
3 that all of the account holders need to  
4 file a disclosure?

5 MR. MONTEFINESE: That's not what  
6 we're saying. What we're saying is based  
7 on the structure of this agreement,  
8 sponsorship agreements generally do not  
9 require disclosure forms. Because this  
10 particular sponsorship agreement is  
11 coming before the Legislature, we require  
12 we ask for the disclosure forms. Jovia  
13 pointed out, and they provided us with  
14 the affidavit. However, the affidavit and  
15 as we have done past precedent and  
16 historically, we didn't require the  
17 disclosure forms.

18 LEGISLATOR ABRAHAMS: But those  
19 those agreements weren't revenue  
20 generating that are here before the  
21 Legislature.

22 LEGISLATOR ABRAHAMS: No, but they  
23 were still structured as sponsorship  
24 agreements, though.

25 LEGISLATOR ABRAHAMS: Yeah, but see,

1  
2 that's the thing, we require that  
3 disclosures are made when they're coming  
4 to the Legislature as well. What I'm  
5 trying to say is there has not been an  
6 agreement that has come to this  
7 Legislative Body without the proper  
8 disclosures. We bring this up all the  
9 time.

10 LEGISLATOR ABRAHAMS: Well, when  
11 it's categorized as a contract, that's  
12 when we were bringing it before the  
13 Legislature, and that's when we're  
14 requiring the disclosure forms.

15 LEGISLATOR ABRAHAMS: I'm sorry,  
16 isn't this contract E15-23?

17 MR. MONTEFINESE: Well, it's being  
18 presented as a contract. The way the  
19 procedure and the process that we're  
20 going through is that we're seeking  
21 Legislative approval. However, we still  
22 are looking at it from the sponsorship  
23 agreement perspective. We're still  
24 looking at it as a sponsorship agreement.  
25 We're receipt of funds.

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2           LEGISLATOR ABRAHAMS: I don't think  
3 we're going anywhere. We're spinning  
4 around.

5           Who came up with the affidavit? Did  
6 your office come up with the affidavit?  
7 Did the Parks Department come with the  
8 affidavit? Who drafted the affidavit?

9           MR. MONTEFINESE: The affidavit was  
10 submitted by Jovia.

11           LEGISLATOR ABRAHAMS: So they came  
12 up with their own form of what they were  
13 going to disclose?

14           MR. MONTEFINESE: Well, we just  
15 accepted that form. We accepted it in  
16 lieu, but we don't require there to be  
17 disclosure forms in this circumstance.  
18 And as I said, this is a unique  
19 circumstance that we're encountering here  
20 because of the way it's structured, the  
21 way these sponsorship agreements  
22 historically have been presented to the  
23 County that we want to put in policy, we  
24 want to put in procedure to take into  
25 account for this. Because it's different.

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2 It is slightly different than our regular  
3 run of the mill contract, our regular run  
4 of the mill U&Os, where we're constantly  
5 receiving revenue. Where we issue the  
6 U&O and there's a constant flow of this  
7 revenue. That's not what's happening  
8 here. It's a one off. We go in, they  
9 provide the sponsorship, we provide the  
10 marketing, they're giving us the revenue  
11 and that's it. Once it's over, it's  
12 over.

13 Now we're kind of in this situation  
14 where we want to address these contracts.  
15 Hopefully, like I said, we're going to  
16 have a lot more going forward.

17 LEGISLATOR ABRAHAMS: I don't want  
18 to get into hypotheticals. Obviously, I  
19 mean, many of us know Jovia up here. We  
20 know them as a credit union that's  
21 established in the county. I believe they  
22 have branches in Westbury. I haven't  
23 banked there, but I'm familiar with them.  
24 But say for example, somebody else wants  
25 to enter into a sponsorship agreement



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2 with the County, someone that's maybe not  
3 that reputable, someone that has, you  
4 know, a speculative past, and that person  
5 finds this contract or this agreement, a  
6 loophole where, "I don't have to disclose  
7 all the principals of where I generate  
8 money. I don't have to disclose the  
9 criminal history, if any, with other  
10 levels of government". I just think  
11 that's that's setting up a really bad  
12 precedent.

13 MR. MONTEFINESE: Well, I think, as  
14 I have said before, this is not going to  
15 be setting precedent on that term. Jovia  
16 has been is been in the county for 84  
17 years they've been operating on Long  
18 Island. This is a reputable vendor.  
19 There's no adverse information that has  
20 come up on this vendor.

21 LEGISLATOR ABRAHAMS: But we don't  
22 know that, though. How do we know that?  
23 Explain to me how we know that.

24 MR. MONTEFINESE: So the IG did  
25 investigate.

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2                   LEGISLATOR ABRAHAMS:    So now I'd  
3                   like to bring up the IG, because we don't  
4                   know that.

5                   INSPECTOR GENERAL FRANZESE:    Good  
6                   afternoon.

7                   LEGISLATOR ABRAHAMS:    How are you,  
8                   Jodi?

9                   INSPECTOR GENERAL FRANZESE: I'm  
10                  good, Minority Leader.  It's nice to see  
11                  you.

12                  LEGISLATOR ABRAHAMS:    Good to see  
13                  you as well.  So you did a background  
14                  check on Jovia and you didn't see  
15                  anything in their --

16                  INSPECTOR GENERAL FRANZESE:  No.  
17                  Actually, we hadn't seen these types of  
18                  agreements in the last four years and  
19                  almost one month now.  And we were told  
20                  that they weren't priorly styled as  
21                  contracts.  They were styled as some sort  
22                  of resolution that doesn't make it  
23                  through my office.  But at the end of the  
24                  day, we always do our checks.  So we  
25                  absolutely did a background check to see

1  
2 if anything was going on or anything we  
3 should be concerned about accepting money  
4 from that particular company. We didn't  
5 find anything.

6 LEGISLATOR ABRAHAMS: Okay. And your  
7 check was based off of what Jovia  
8 disclosed or did you go deeper?

9 INSPECTOR GENERAL FRANZESE: Oh, no,  
10 no, no. We did our own checks. With every  
11 vendor that we review, we have several  
12 checks, going into about a dozen checks  
13 in all different places to see if  
14 anything we need to be concerned about  
15 here in the County.

16 LEGISLATOR ABRAHAMS: Okay. Now, in  
17 regards to the disclosures, Jodi, because  
18 I noticed you recommended, yes;  
19 generally, when it comes to disclosures,  
20 we've seen a more healthier product of  
21 disclosures that indicates a whole wealth  
22 of information. This was very limited.  
23 But I noticed your office recommended,  
24 yes. Just connect the dots for me.

25 INSPECTOR GENERAL FRANZESE: I will.

1  
2 I absolutely will.

3 So initially, our office had  
4 concerns about this item. We were  
5 concerned about a possible precedent  
6 setting that a vendor could just say, no  
7 thanks, we're going to do an affidavit  
8 instead. We were also concerned about  
9 the possibility that it would carry over  
10 into other revenue contracts for the  
11 County, that if the the company is giving  
12 us money, we're not going to stick with  
13 the disclosure forms that the Chief  
14 Procurement Officer in the County spent a  
15 lot of time working on. So we were  
16 concerned about that.

17 We did have some meetings. Well, we  
18 had a meeting with the representatives  
19 from the County Attorney's Office and the  
20 Chief Procurement Officer, and we spoke  
21 with the Parks Commissioner. It appears  
22 that this is going to be somewhat of a  
23 discreet transaction in the sense that  
24 the vendor, or the company, is going to  
25 provide the county money for a concert

1  
2 series that occurred last summer. So it's  
3 retro, too, which makes it even more fun.

4 So at this point, we went through  
5 everything and we landed on that from  
6 what we heard from the County Attorney's  
7 Office, they had assurances to us that  
8 this was not going to be a precedent.  
9 This was not going to go forward as,  
10 "never mind the disclosure forms". And we  
11 also suggested and recommended to them  
12 that the next time something like this  
13 happens, a sponsorship agreement like  
14 this, that they should have a policy in  
15 place to address it so that we're not  
16 sitting around going, where are the  
17 disclosure forms? There should be a  
18 process that should be followed.

19 LEGISLATOR ABRAHAMS: Yeah, I would  
20 think the process would be to -- one, I  
21 still haven't got a clear understanding  
22 on why the board can't file disclosures,  
23 but that's number one and that's the  
24 question I guess anyone can stand up and  
25 answer.

1  
2 But the next question I have is I  
3 think we need to have a standardized  
4 approach so that we're not caught trying  
5 to figure -- this is a retro contract,  
6 number one. So they provided, I'm  
7 guessing, this contract is really just  
8 for us to accept the money.

9 MR. MONTEFINESE: Yes.

10 LEGISLATOR ABRAHAMS: So this is  
11 passed already. So in essence, if this  
12 Legislative Body votes no, we're  
13 basically saying no to \$60,000, also.  
14 Even though this is long gone already.  
15 They got what they wanted last summer for  
16 free, basically, if I'm understanding  
17 this correctly. So it really puts this  
18 Legislative Body in a really tough spot.  
19 Because, one, we don't want to say no to  
20 \$60,000, but at the same time, no, we  
21 don't want to accept \$60,000 and I don't  
22 know who the principals are. I don't know  
23 who the board of directors are. I don't  
24 know their connection to anyone else. We  
25 don't know any of that. I don't know if

1  
2 any of them have been brought up on  
3 criminal charges. Nothing. Nothing. We  
4 don't know anything. So it puts us in a  
5 really difficult spot.

6 So I'm concerned. From your office,  
7 you've recommended that we accept this.  
8 But at the same time, we don't have the  
9 information to be able to make, I think,  
10 a very sound decision because we don't  
11 know who those principals are.

12 MR. MONTEFINESE: I mean, I  
13 understand that. I was informed by I  
14 believe I'm sorry, Robert, the chief  
15 procurement officer, that Jovia can't  
16 Jovia is principals can't donate and  
17 things like that; am I wrong?

18 LEGISLATOR ABRAHAMS: Mr. Cleary,  
19 please. Come to microphone.

20 INSPECTOR GENERAL FRANZESE: Because  
21 one of the forms was the political  
22 contribution form. So this might be a  
23 better answer than what I have.

24 MR. CLEARY: Robert Cleary, Chief  
25 Procurement and Compliance Officer.

1  
2 I just want to mention that we did  
3 vet the vendor before presenting the Item  
4 and found no adverse information as was  
5 said. We didn't review disclosure forms  
6 but they are in New York City Passport,  
7 including principal questionnaires and  
8 other information, they were clean. They  
9 have no cautions. There's no signs of any  
10 reason to be concerned about this vendor.  
11 It's a highly regulated industry.

12 As Jodi was just mentioning, there  
13 are prohibitions for federal credit  
14 unions regarding political campaign  
15 contributions, although I cannot speak to  
16 the particulars in this particular case.  
17 And in this particular case, the  
18 transaction, effectively, the  
19 responsibility of the vendor, is to hand  
20 a check to us that doesn't bounce.  
21 They're not receiving anything beyond the  
22 advertisement that, as you said, was  
23 already provided.

24 So this is a fundamentally different  
25 kind of animal, I think, in a lot of ways



1  
2 than than the contracts were generally  
3 talking about.

4 LEGISLATOR ABRAHAMS: So it sounds  
5 like to me, based on what I'm able to  
6 surmise, that in this particular case, we  
7 just didn't follow the disclosures  
8 because this is a revenue generating  
9 contract, and obviously Jovia is an  
10 entity that we didn't feel fit perfectly  
11 into that into us being able to get those  
12 level of disclosures.

13 So, one, I would strongly suggest  
14 and recommend that we come up with a  
15 standardized process in terms of how  
16 we're going to get disclosures for these  
17 types of agreements. Because what we got  
18 today, an affidavit from one principal is  
19 not sufficient. We voted for and put  
20 forward this legislation to make sure  
21 that transparency was there, even when  
22 the County is generating revenue, not  
23 just when it's when we're we're making  
24 expenditures. So from our standpoint, we  
25 need to see it on both ends. And it

1  
2 clearly was not given on this end.

3 Second, our Legislative Office would  
4 need to be a part of if there's any  
5 changes to the actual legislation to make  
6 this more standardized, we want to be  
7 able to work with the Majority as well as  
8 with the County Executive to make sure we  
9 do so. But today, as of right now, I'm  
10 having a hard time voting yes for this  
11 because I don't know all the principals.  
12 And I think we have in some cases chose  
13 expediency because this is a late  
14 contract over transparency, and that's  
15 never going to be acceptable in the  
16 history of this county as it pertains to  
17 different levels of corruption.

18 So I'm going to recommend to my side  
19 that we vote against for the reasons that  
20 we have indicated before. And at the same  
21 time, I'm going to recommend to the  
22 County Executive that we put forward  
23 agreements, whether they're revenue  
24 generating or similar ones to this,  
25 because it sounds like to me there are

1  
2 more retro agreements coming. And if  
3 there's going to be more retro  
4 agreements, then we need to see a  
5 standardize and approach those pretty  
6 quickly.

7 MR. CLEARY: I'm not aware of any  
8 retro agreements similar to this one that  
9 are coming, although I can't state  
10 unequivocally that there are none. This  
11 is the only one that I'm aware of. We do  
12 believe that a policy should be  
13 established. Going through this process,  
14 we've identified that the fact that we  
15 don't have a policy has caused this  
16 problem. This is a very unique situation  
17 that we tend to avoid as well.

18 LEGISLATOR ABRAHAMS: Mr. Cleary, in  
19 some ways, I agree with you that we don't  
20 have a standardized policy. But instead  
21 of doing more, we chose to do the  
22 absolute minimum. So, since we don't have  
23 an actual standardized policy, rather  
24 than trying to get disclosures from the  
25 board, rather than to do a deeper dive

1  
2 and ask them for some of the very tough  
3 questions that come up in some of the  
4 disclosures in regards to history, we  
5 chose not to. We accepted an affidavit  
6 from them, from one principal, indicating  
7 everything's all good. Their form,  
8 really. It's Jovia's form, not even ours.  
9 So it may have omitted questions that we  
10 normally indicate on our disclosure.

11 MR. CLEARY: Well, I don't want to  
12 rely, generally speaking, on New York  
13 City's information, but as I said, they  
14 are in Passport. There is a lot of  
15 information in there. And there were  
16 there were no adverse events to report in  
17 that system.

18 LEGISLATOR ABRAHAMS: I understand.  
19 Okay. Nothing further, Presiding  
20 Officer.

21 CHAIRMAN NICOLLELO: Thank you. I  
22 think we all agree that a policy has to  
23 be developed on the standardized practice  
24 for receipt of sponsorships going  
25 forward.

1  
2           Having said that, we've had the  
3           review from the County Attorney's office,  
4           from Mr. Cleary, from the Inspector  
5           General. You're dealing with a federal  
6           credit agency that's highly regulated.  
7           The possibility of a conflict is not as  
8           high, it's not the same. They're not  
9           receiving a financial benefit from the  
10          County. They're not receiving funds for  
11          goods or services provided. And the  
12          concern I have is if we adopt a hyper  
13          technical interpretation of some of our  
14          requirements, you could be in a position  
15          of discouraging monies that people might  
16          want to donate to our county because  
17          they're going to have to go through a  
18          cumbersome process that everyone who does  
19          it complains about.

20          So again, in this case, the  
21          principals are every member of the  
22          Federal Credit Union. So to be in full  
23          compliance, do we have to get every count  
24          holder? If not, then you're dealing with  
25          a board of directors that has a number of

1  
2 people, as well as executive management,  
3 supervisory committee, and are they all  
4 going to want to go undergo this process?  
5 For example, campaign contributions, they  
6 can't make them. They're members of  
7 federal credit unions. So we're going to  
8 force them to go through that process.  
9 And, ultimately, again, my my concern  
10 would be if we if we do this hyper  
11 technical requirement for every possible  
12 scenario, regardless of how it actually  
13 operates, are we going to discourage  
14 people from making sponsorships? Are we  
15 going to deprive the County of revenues  
16 that would help offset the tax burdens of  
17 our taxpayers?

18 But I do agree completely with the  
19 with what has been said by the Minority  
20 Leader as well as by Mr. Cleary and the  
21 County Attorney, that there has to be a  
22 policy that has to be a directives that  
23 we would like to see before you go  
24 forward. So before any further one of  
25 these contracts or agreements is

1  
2 considered, we'll have to see that from  
3 the from the County Attorney's Office,  
4 etcetera.

5 COMMISSIONER BELYEA: That became  
6 very apparent to us through this process.  
7 And I also just want to comment that  
8 there is no further retroactive coming  
9 forward with regard to a sponsorship  
10 agreement. And I initially was not going  
11 to put it before the Rules, but then on  
12 advice of the County Attorney's Office,  
13 that's why we're here. And then as we  
14 went through the process, the need for a  
15 policy became a very apparent to us.

16 CHAIRMAN NICOLLELO: Okay, thank  
17 you. Anyone else?

18 (Whereupon, no verbal  
19 response.)

20 CHAIRMAN NICOLLELO: Okay, Darcy.  
21 Thank you.

22 COMMISSIONER BELYEA: Thank you.

23 CHAIRMAN NICOLLELO: All right.  
24 We'll continue with the rest of the  
25 contract. But before we do that, why

don't we vote on this right now? Again,  
this is an E15-2023 contract with Jovia  
Financial Credit Union. All in favor  
signify by saying.

CHAIRMAN NICOLLELO: Aye.

LEGISLATOR BYNOE: Aye.

LEGISLATOR KOPEL: Aye.

LEGISLATOR GIUFFRE: Aye.

CHAIRMAN NICOLLELO: Those opposed?

LEGISLATOR ABRAHAMS: Nay.

LEGISLATOR DERIGGI-WHITTON: Nay.

LEGISLATOR BYNOE: Nay.

CHAIRMAN NICOLLELO: Passes by a  
vote of 4 to 3.

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1  
2 CHAIRMAN NICOLLELO: Public Works,  
3 E16 and E17. We have Mayer, Hoffman, as  
4 well as Nassau Energy.

5 MR. CASOLARO: Majority Leader,  
6 again, Charlie Casolaro, Chief Counsel to  
7 the Comptroller. E16 is a Comptroller  
8 contract tied in with the Department of  
9 Public Works. Mayer, Hoffmann are the  
10 external auditors for the County. They  
11 provide our annual mandated audit,  
12 provide our financial management letter,  
13 provide our single federal audit that's  
14 required and other services.

15 This is an amendment to increase the  
16 amount of money for additional services  
17 to assist the Department of Public Works.  
18 They have state contracts and grants that  
19 require audits separate and apart from  
20 the county audits. And working with them,  
21 we've negotiated with Mayer, Hoffman to  
22 increase their contract by the sum of  
23 \$60,000. It is needed, and I'll ask  
24 Commissioner Arnold if he would say  
25 anything further.

1  
2 COMMISSIONER ARNOLD: This is  
3 associated with the money we get from New  
4 York State for our road improvement  
5 projects, specifically to our consultants  
6 that work for us. We're required to  
7 provide an independent audit of their  
8 work.

9 CHAIRMAN NICOLLELO: Okay. Any  
10 questions?

11 (Whereupon, no verbal  
12 response.)

13 CHAIRMAN NICOLLELO: No. We're good.

14 MR. CASOLARO: Thank you.

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CHAIRMAN NICOLLELO: You have the  
next contract is with Nassau Energy LLC.

COMMISSIONER ARNOLD: I'm going to  
call up Josh Meyer to present the Item.

CHAIRMAN NICOLLELO: Hello, Josh.

MR. MEYER: Good afternoon,  
Chairman. How are you?

CHAIRMAN NICOLLELO: Good.

MR. MEYER: Good afternoon,  
Legislators. Josh Meyer, outside counsel  
for the County. West Group Law, 81 Main  
Street, White Plains, New York 10601.

Before you today is an operation and  
maintenance agreement with Nassau Energy  
LLC to operate and maintain the County's  
district energy system and the central  
utility plant, which is located across  
from the Coliseum and the Marriott Hotel  
across Charles Lindbergh Boulevard.  
That's to provide hot and chilled water  
to air to provide heating and cooling to  
nine customers within the county. Those  
customers are the Coliseum; the Marriott;  
Nassau Community College; the three

1  
2 museums: The Cradle of Aviation, the  
3 Firefighters Museum and the Children's  
4 Museum; as well as Nassau University  
5 Medical Center; the Aquatic Center; and  
6 the County's technical services building.

7 This is basically a continuation in  
8 a sense that Nassau Energy's operated the  
9 County's district energy system pursuant  
10 to a lease for the last 25 years. So this  
11 is a short term operation and maintenance  
12 agreement allowing the County to  
13 negotiate possibly a longer term  
14 agreement with Nassau Energy or go back  
15 out to the market.

16 Just by way of finances, the cost to  
17 the County would be \$9.9 million  
18 annually. \$6.6 million of that would be  
19 reimbursed by the non county customers.  
20 So cost the County \$3.3 million annually.

21 CHAIRMAN NICOLLELO: Is one of the  
22 reasons that it's a short contract is  
23 because there's potential development of  
24 the Coliseum property itself that would  
25 increase the increase the demand for

1  
2 energy?

3 MR. MEYER: Yes, in part. So after  
4 the 25 year lease that was entered into  
5 with Nassau Energy, we did come back and  
6 it was extended by two additional two  
7 years to continue negotiations. We  
8 actually came back one other time for a  
9 six month extension, and we've been  
10 month-to-month with Nassau Energy since  
11 that time. Obviously, COVID happened.  
12 Prices increase based on the previous  
13 agreements that we had negotiated with  
14 them. But it's also in turn to determine  
15 what happens across the street at the  
16 Coliseum site.

17 CHAIRMAN NICOLLELO: Any other  
18 questions?

19 (Whereupon, no verbal  
20 response.)

21 CHAIRMAN NICOLLELO: No. All right.  
22 Thank you, Josh.

23 MR. MEYER: All right. Thank you  
24 very much.

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CHAIRMAN NICOLLELO: Next contract  
is with the County Attorney's Office.  
Brian, you're not going to talk about E6  
yet. The first contact with Vincent  
McNamara. We're going to do it later.

MR. LIBERT: So E7?

CHAIRMAN NICOLLELO: Yes.

MR. LIBERT: E7 is an amendment to a  
contract with the Law Office of Vincent  
McNamara. This amendment adds \$73,000,  
bringing it to a total of \$200,000. If  
you have any questions, happy to answer  
the same.

CHAIRMAN NICOLLELO: No. Go on, move  
on.

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MR. LIBERT: E8 is an extension to a contract with Orrick and Andy Persich from Budget is going to speak to that as it's really Budget's contract.

MR. PERSICH: Good afternoon. This is an extension in Terms for Orrick, our bond counsel. They provide numerous services for us especially during a bond deals, and they can been here have been here as long as I can remember.

CHAIRMAN NICOLLELO: Okay. Any questions?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: No. Thank you.

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2 CHAIRMAN NICOLLELO: Next one's with  
3 Cuomo LLC.

4 MR. LIBERT: Yes, this is a contract  
5 is a new contract with Cuomo LLC for  
6 \$81,950 to handle the trial in the case  
7 known as Michael Smith.

8 CHAIRMAN NICOLLELO: Did the trial  
9 take place already? Because I'm looking  
10 at the term which was to commence on July  
11 1st, 2022.

12 MR. LIBERT: The trial did not take  
13 place. The file was very active and being  
14 handled by our office, but a  
15 determination was made to send it out.  
16 Some work has commenced, but very limited  
17 to my understanding. Just some  
18 conferences and the work is really the  
19 trial in chief is what they were brought  
20 on for.

21 CHAIRMAN NICOLLELO: It seems to me  
22 that we constantly get these contracts  
23 after the commencement date. I'm asking  
24 the County Attorney's Office to provide  
25 us a list of contracts where the term has



1  
2 commenced, but you have yet to bring it  
3 to the Legislature. So whatever is out  
4 there pending, I'd like to see that list.  
5 Because we'd like to get these things up  
6 to date as much as possible. And it just  
7 seems like there's a never ending supply  
8 of cases in which you come to us for  
9 approval of firms that have done work for  
10 six months, eight months or longer.

11 MR. LIBERT: I believe that your  
12 statement is accurate and I will advise  
13 the County Attorney and we will provide  
14 the list. And I would just add that the  
15 fine people that spoke before me, the  
16 Director of Procurement and the IG, are  
17 sort of familiar with the myriad of  
18 procurement steps that our office has to  
19 go through. And then of course, we need  
20 to balance that with our statutory  
21 obligation to defend the County  
22 vigorously and zealously, which we do, of  
23 course. So those two issues do come into  
24 play, but I will certainly advise the  
25 County Attorney, as you requested.

1  
2 CHAIRMAN NICOLLELO: All right,  
3 thanks.

4 Sure. Go ahead.

5 LEGISLATOR ABRAHAMS: Just a quick  
6 note. And I know this may not directly  
7 pertain to this particular contract, but  
8 I'm going to bring it up in the same  
9 vein, because it does have some type of  
10 connection. It was stated to us that  
11 Deputy County Executive Fox -- and I know  
12 this one has not reached trial or  
13 anything of that magnitude yet. But going  
14 down the road and figuring out where it  
15 will end up, it was specified to us by  
16 Deputy County Executive Fox that she  
17 would be able to provide to this  
18 Legislative Body in Executive Session a  
19 resolution of what has transpired between  
20 the officer and the County in terms of  
21 how we go forward. I'm looking fast  
22 forward into when, hopefully not in this  
23 case, but in general, when the  
24 Legislature has to vote on the  
25 settlement. For far too long, we when are

1  
2 listening to the settlement, we don't  
3 hear the resolution on the employee side  
4 in terms of what is done to provide  
5 corrective action to make sure that does  
6 not happen again. Because it seems like  
7 some of these cases, it's the same  
8 actions over and over again. So it's  
9 nothing for us to do today, per se,  
10 because I know this situation is a little  
11 bit different, but I figured I would  
12 bring it up because, obviously, it's an  
13 agreement that's that's centered around  
14 Nassau County Police Department. And I  
15 just want to make sure that we bring that  
16 note back to the Deputy County Executive  
17 that we are still waiting for that  
18 information when it comes up in Executive  
19 Session to make sure that we hear some  
20 type of corrective action resolution.

21 MR. LIBERT: Understood.

22 LEGISLATOR ABRAHAMS: Thank you.

23 CHAIRMAN NICOLLELO: Any other  
24 questions on that one?

25 (Whereupon, no verbal

response.)

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CHAIRMAN NICOLLELO: Okay. The next two, Lamb & Barnosky and Bond, Schoeneck.

MR. LIBERT: These are two what I'll categorize as on-call labor contracts. These are similar in vein to the contract we did for Bee Ready earlier this year. At this time, no money has been expended on these contracts.

CHAIRMAN NICOLLELO: Any questions on these two contracts?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: All right. Thanks, Brian.

MR. LIBERT: Did you want me to wait for E6?

CHAIRMAN NICOLLELO: Yes, it'll be a couple of minutes.

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2 CHAIRMAN NICOLLELO: Any public  
3 comment on the contracts that have been  
4 called thus far?

5 MS. MEREDAY: Meda J. Mereday.  
6 Unfortunately, the taxpayers don't get  
7 the access to all of the information in  
8 the background details that you all have.  
9 Just a couple of comments, and I  
10 appreciate Minority Leader Kevan Abrahams  
11 asking some questions with regard to  
12 particularly that Jovia contract, because  
13 again, I do feel that there is a need for  
14 initial directives and some idea as to  
15 how the taxpayer funds are being  
16 allocated and resources. Even though  
17 we're talking about sponsorships, there  
18 are ways that we can proactively bring in  
19 additional funds that won't make it to  
20 too much of a hardship for those who want  
21 to provide that resource. But also we  
22 need more protections, clearly, with the  
23 background that's been happening here,  
24 and the fact that even in this  
25 documentation we have a number of

1  
2           compromise and settlements.

3           I've asked this question of this  
4           Body previously with regard to exactly  
5           how much money has been compromised and  
6           settled in the last couple of years. And  
7           I think that is information that the  
8           public should be aware of. Again, that  
9           might be something that *Newsday* should be  
10          asking and promote that to the public.

11          I also am concerned about the fact,  
12          again, that Minority Leader Abrahams  
13          brought to the forefront about the  
14          corrective actions that we seem to be  
15          settling on the same types of issues. If  
16          we're not learning from our mistakes and  
17          moving forward in a proactive way, that  
18          is of grave concern. So those are my  
19          points with that regard.

20          And again, I'm still not hearing or  
21          at least not seeing the active  
22          participation or outreach for the service  
23          disabled, minority women businesses and  
24          providing opportunities for same to be  
25          able to procure with these various

1  
2 contracts for the County. We have a \$3.3  
3 billion budget and it still concerns me  
4 that the issue of diversity and inclusion  
5 is elusive here. So equity is also  
6 something that could be a potential far  
7 reaching goal.

8 That brings to mind, I've seen that  
9 there have been additions and supplements  
10 to various budgets, and I am again  
11 encouraging this Body to look at  
12 addressing the increase of funding that  
13 our Veteran Services Agency needs. As I  
14 had brought to this Body over a year ago  
15 before the PACT bill was enacted, now  
16 that it's in place, our veteran Services  
17 Agency, very hardworking, very dedicated,  
18 but the thousands of veterans that we  
19 have need more support services, high  
20 level staff, to address these issues, to  
21 bring that research and development  
22 funding to this area to better serve our  
23 residents. So it would be ideal if we  
24 could do that before there becomes a  
25 significant incident, or because of the



1  
2 billions of dollars of funding that's  
3 being allocated outside of this region,  
4 we're going to once again miss out on the  
5 opportunity that we need to do for our  
6 our heroes and sheroes who have served  
7 this country so well.

8 So again, the accountability again,  
9 I'm requesting a listing of the actual  
10 settlements and where those settlement  
11 funds are actually coming from and if we  
12 have depleted that particular account.  
13 Again, the outreach for the diversity.  
14 I'd like for somebody to say that this  
15 contract has been awarded to a service  
16 disabled veteran business or a minority  
17 and women veteran business, and they have  
18 an opportunity. They are the ones that  
19 largely create the jobs for their related  
20 constituencies.

21 The notion about potentially the  
22 development process at the Coliseum,  
23 let's just leave that up to the needs of  
24 the people and not the misguided  
25 directives of the Administration. Thank

you.

CHAIRMAN NICOLLELO: Thank you. Any other public comments hearing?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: Hearing none, I'm going to call the following contracts for a vote:

E13, E14, E15, E16, E17, E7, E8, E9, E11 and E12. All in favor signify by saying aye.

(Whereupon, all members of the Rules Committee respond in favor with, "Aye.")

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: They carry unanimously.

Now I'm going to turn things over to Presiding Officer Kopel. Before I do that, just to correct the record, one of the contracts that I called for a vote right now was E15, which actual had

already been voted on with a vote of 4 to  
3. So let the record be clear that the  
contracts that we voted on a moment ago

was passed unanimously, did not include  
E15 of 2023.

(Whereupon, Presiding  
Officer Nicolletto exits the  
chamber for the next vote, E6.)

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2                   LEGISLATOR KOPEL: Thanks. Okay.

3                   There's one remaining contract which is  
4                   E6, authorizing execution of a personal  
5                   services agreement between the County  
6                   Attorney and the Law Offices of Vincent  
7                   De McNamara. And there's a motion by  
8                   Legislator Schaefer, seconded by  
9                   Legislator Bynoe.

10                  Now, I would note for the record  
11                  that the Presiding Officer has left the  
12                  left the room. He will not be  
13                  participating in any discussion or debate  
14                  on this Item, nor will he participate in  
15                  any vote.

16                  Mr. Libert?

17                  MR. LIBERT: Good afternoon,  
18                  Legislators. Brian Libert, Deputy County  
19                  Attorney. This is an amendment to a  
20                  contract with the Law Office of Vincent  
21                  McNamara for a series of cases which we  
22                  sort of refer to globally as Dutch  
23                  Broadway.

24                  As I said, this is a continuation of  
25                  a contract. This amendment adds

\$314,741.72 to the contract, bringing the total to \$554,741.72.

If you have any questions, I'm more than happy to answer the same.

LEGISLATOR KOPEL: Anyone?

(Whereupon, no verbal response.)

LEGISLATOR KOPEL: No. Okay. Hearing none. All those in favor of E6, please say, "Aye".

(Whereupon, all members of the Rules Committee present at this time respond in favor with, "Aye".)

LEGISLATOR KOPEL: Any opposed?

(Whereupon, no verbal response.)

LEGISLATOR KOPEL: That Item is unanimous.

The Rules Committee will now be in recess and we'll proceed to Public Safety.

(Whereupon, Rules Committee is in recess, 2:36-3:52 p.m.)

1  
2 CHAIRMAN NICOLLELO: I'm going to  
3 call the Rules Committee back into  
4 session. We have a number of items on the  
5 Consent Calendar, which went through  
6 Committees earlier, and those items  
7 include Items 39, 40, 42, 43, 44, 45, 47,  
8 48, 49, 51, 52, 55, 56, 57, 58, 59, 60,  
9 61, 62, 63, 64 and 66. So I'll take a  
10 motion for those items moved by Deputy  
11 Presiding Officer Kopel, seconded by  
12 Minority Leader Abrahams.

13 Before we vote on them, we need a  
14 motion to suspend the Rules moved by  
15 Legislator Schaefer, second by Legislator  
16 Giuffre. All in favor of suspending the  
17 rules, signify by saying, "Aye".

18 (Whereupon, all members of  
19 the Rules Committee present at  
20 this time respond in favor  
21 with, "Aye".)

22 CHAIRMAN NICOLLELO: Those opposed?

23 (Whereupon, no verbal  
24 response.)

25 CHAIRMAN NICOLLELO: Now we can vote

1  
2 on the items on the Consent Calendar. Any  
3 debate or discussion?

4 (Whereupon, no verbal  
5 response.)

6 CHAIRMAN NICOLLELO: Any public  
7 comment?

8 (Whereupon, no verbal  
9 response.)

10 CHAIRMAN NICOLLELO: All in favor  
11 signify by saying, "Aye".

12 (Whereupon, all members of  
13 the Rules Committee present at  
14 this time respond in favor  
15 with, "Aye".)

16 CHAIRMAN NICOLLELO: Those opposed?

17 (Whereupon, no verbal  
18 response.)

19 CHAIRMAN NICOLLELO: Carries  
20 unanimously.

21  
22 \*\*\*\*\*  
23  
24  
25



CHAIRMAN NICOLLELO: Item 14 is a resolution authorizing the County Executive to execute an inter municipal agreement with the Garden City Park Water Fire District in relation to a project to provide funding for the purchase of a new vehicle extraction and rescue equipment. I'll make that motion seconded by Legislator Giuffre. Any debate or discussion?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: Any public comment?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: All in favor signify by saying, "Aye".

(Whereupon, all members of the Rules Committee present at this time respond in favor with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal

response.)

CHAIRMAN NICOLLELO: Carries  
unanimously.

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CHAIRMAN NICOLLELO: Item 41 is a local law to amend Section 6-2.6 of Title A of Chapter six of the Administrative Code of Nassau County in relation to reducing the number of years volunteers need to serve to receive the partial exemption from taxation for volunteer firefighters and volunteer ambulance workers. Moved by Minority Leader Abrahams, seconded by Deputy Presiding Officer Kopel. Any debate or discussion?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: Any public comment?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: All in favor signify by saying, "Aye".

(Whereupon, all members of the Rules Committee present at this time respond in favor with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: Carries  
unanimously.

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1  
2 CHAIRMAN NICOLLELO: Item 46, a  
3 resolution to exchange a horse previously  
4 donated by the county of Nassau to the by  
5 the Nassau County Police Department  
6 Foundation, to the County Police  
7 Department for a horse of of equivalent  
8 value offered by Indian Head Ranch to the  
9 Nassau County Police Department. Motion  
10 by legislator DeRiggi-Whitton, seconded  
11 by Legislator Giuffre.

12 Inspector Field, I think we need to  
13 know about this one. First, what is a  
14 horse of equivalent value mean?

15 INSPECTOR FIELD: The commanding  
16 officer of our Mounted Unit or delegate  
17 takes a look at the horse to make sure  
18 that it's about similar to what we need  
19 specifically for our functions.

20 CHAIRMAN NICOLLELO: So what  
21 happened here, though, that we're  
22 swapping out these horses?

23 INSPECTOR FIELD: From my  
24 understanding some horses are more  
25 suitable to the training and the actual

1  
2 operations of the Police Mounted Unit. A  
3 couple of things would be dealing with  
4 crowds, being able to handle loud noises,  
5 confined areas and spaces, being able to  
6 take direction, and things like that.

7 CHAIRMAN NICOLLELO: That explains  
8 it.

9 LEGISLATOR DERIGGI-WHITTON: So it's  
10 a bad horse. So where is the bad horse  
11 going to go?

12 INSPECTOR FIELD: Pepper is going to  
13 be relocated to I believe it's the Indian  
14 head ranch in Suffolk County where  
15 they're going to take care of Pepper and  
16 make sure that they're taking all the  
17 responsibility of his well being.

18 LEGISLATOR DERIGGI-WHITTON: There's  
19 some legislators up here whose spouses  
20 take care of kittens. Maybe they'll take  
21 a horse.

22 INSPECTOR FIELD: I'm sure he'll be  
23 well taken care of.

24 LEGISLATOR SCHAEFER: Where is  
25 Indian Head Ranch? Because I know it used

to be right in Woodbury, right on Jericho  
Turnpike. But they closed down. There's  
condos there.

INSPECTOR FIELD: I believe it's in  
Deer Park. No Central Islip, Deer Path  
Road.

LEGISLATOR SCHAEFER: Thank you.

INSPECTOR FIELD: Thank you.

CHAIRMAN NICOLLELO: Any public  
comments?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: All in favor  
signify by saying, "Aye".

(Whereupon, all members of  
the Rules Committee present at  
this time respond in favor  
with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: Carries  
unanimously.

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1  
2 CHAIRMAN NICOLLELO: Item 50 is a  
3 Resolution authorizing the County  
4 Executive to execute and inter municipal  
5 agreement between the County and the New  
6 York State Office of Information  
7 Technology Services and the New York  
8 State Division of Homeland Security and  
9 Emergency Services to provide endpoint  
10 detection and software response Software.  
11 Motion by Legislator Bynoe, seconded by  
12 Legislative Schaefer.

13 MR. JACOVINA: Good afternoon. Joe  
14 Jacovina, Deputy Commissioner,  
15 Information Technology.

16 Number 50-23 is a Resolution  
17 authorizing an intergovernmental  
18 agreement on behalf of Nassau County  
19 Department of Information Technology and  
20 various agencies and the New York State  
21 Office of Information Technology Services  
22 and the New York State Division of  
23 Homeland Security and Emergency Services  
24 to provide endpoint detection and  
25 response software called CrowdStrike.



1  
2 CrowdStrike is an EDR that provides  
3 for a cyber security wall to prevent,  
4 detect, and capture malware. An EDR,  
5 Endpoint Detection and Response tool, is  
6 an integrated approach to the endpoint  
7 protection that combines real time  
8 continuous monitoring and endpoint data  
9 analytics with rule-based automated  
10 responses.

11 I'd be happy to answer any questions  
12 you may have.

13 CHAIRMAN NICOLLELO: Any questions?

14 (Whereupon, no verbal  
15 response.)

16 CHAIRMAN NICOLLELO: Thank you.

17 MR. JACOVINA: Thank you very much.

18 CHAIRMAN NICOLLELO: Any public  
19 comment?

20 (Whereupon, no verbal  
21 response.)

22 CHAIRMAN NICOLLELO: All in favor  
23 signify by saying, "Aye".

24 (Whereupon, all members of  
25 the Rules Committee present at

1  
2                   this time respond in favor  
3                   with, "Aye".)

4                   CHAIRMAN NICOLLELO:  Those opposed?

5                   (Whereupon, no verbal  
6                   response.)

7                   CHAIRMAN NICOLLELO:  Carries  
8                   unanimously.

9                   \*\*\*\*\*

1  
2 CHAIRMAN NICOLLELO: Number 53 is a  
3 resolution requesting the Legislature of  
4 the State of New York to enact in the  
5 governor to approve an act, to amend a  
6 chapter of the laws of 2022 relating to  
7 authorizing the Assessor of the County of  
8 Nassau to accept from the Mineola Union  
9 Free School District an application for  
10 exemption of real property as proposed in  
11 legislative bills Numbers S38940-A and  
12 A9981-A. This was filed by the Majority  
13 and this corresponds to bills that were  
14 introduced by Assemblyman Ra and Senator  
15 Thomas. And if we have any questions,  
16 please let us know. We'll get them to you  
17 before the next Full Legislature.

18 Motion by Legislator Giuffre,  
19 seconded by Legislator Schaefer.

20 Any debate or discussion?

21 (Whereupon, no verbal  
22 response.)

23 CHAIRMAN NICOLLELO: Any public  
24 comment?

25 (Whereupon, no verbal

response.)

CHAIRMAN NICOLLELO: All in favor  
signify by saying, "Aye".

(Whereupon, all members of  
the Rules Committee present at  
this time respond in favor  
with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: Carries  
unanimously.

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1  
2 CHAIRMAN NICOLLELO: Number 54-23 is  
3 a Resolution to confirm the County  
4 Executive's appointment of Anthony  
5 LaRocco to the position of Sheriff of the  
6 County of Nassau. Motion by Deputy  
7 Presiding Officer Kopel, seconded by  
8 Legislator Schaefer.

9 Any debate of discussion? Usually,  
10 when we get to the appointments, the  
11 Committees are generally the opportunity  
12 to tee them up for the Full Legislature  
13 in which the individuals appear and  
14 answer questions. Most of these came late  
15 last week, some Friday and actually some  
16 today. But, in any event, any debate of  
17 discussion on 54 with the sheriff? Sure,  
18 Legislator DeRiggi-Whitton.

19 LEGISLATOR DERIGGI-WHITTON: Thank  
20 you.

21 I want to just express that we did  
22 have a hearing. It was it was held by  
23 Chairwoman Denise Ford. And there were a  
24 number of concerns that we were told we  
25 would be getting updates on. Some are

1  
2 Capital, which I can understand have just  
3 been filed, such as the HVAC and roof as  
4 was addressed today. So we're okay with  
5 that.

6 But there were a number of other  
7 things that we were assured that we would  
8 be given responses to. One of them is  
9 regarding the maintenance employees and  
10 how many were assigned to the jails and  
11 what their assignments were as far as  
12 cleaning, especially the HVAC system.

13 There were questions regarding  
14 visitors and how we were going to try to  
15 be addressing their facilities as far as  
16 those that had to wait outside.

17 We were also asking about the  
18 overtime, which we were also told we were  
19 going to get a report on, or more  
20 information on.

21 And to be honest, my concern was,  
22 acting Sheriff LaRocco was not familiar  
23 with a number of the programs that we we  
24 really fought for, in my opinion, from  
25 different types of rehab for not only the

1  
2 the inmates, but also just different  
3 mental health programs that we had put  
4 into place. I found that he wasn't aware  
5 of them. His statement on the record was  
6 that he hadn't visited all the buildings.

7 So I really, as a legislator, I am  
8 concerned about his actual role with  
9 running the jail. It sounds to me that he  
10 is not involved with day in and day out  
11 operations and policies, and I'm honestly  
12 concerned with some of the sub members  
13 there that might be in turn doing more  
14 than the sheriff as far as running the  
15 jail.

16 And I know I kind of came down hard  
17 on Deputy County Executive Fox during the  
18 hearing, and I know that some of the  
19 other legislators didn't approve of that,  
20 but we've already lost one person this  
21 year, December or January. And I was here  
22 when we were losing many, many people.  
23 And we all work together to correct that  
24 problem, in my opinion, by by switching  
25 the healthcare program. But I don't want

1  
2 to see it go back. And we are responsible  
3 for these people's lives. It's something  
4 that I am upset about that I do take  
5 serious. I wanted the answers to these  
6 questions. We were told we would get  
7 them. And the follow up, I haven't  
8 received any follow up from from Deputy  
9 County Executive Fox or anyone else.

10 At this point, we're going to vote  
11 no. But I would think it would be good to  
12 get the answers to a number of these  
13 questions provided prior to the Full  
14 Legislature, regardless of what my  
15 personal vote is, just so that we're all  
16 informed. So thank you.

17 CHAIRMAN NICOLLELO: Anyone else?

18 (Whereupon, no verbal  
19 response.)

20 CHAIRMAN NICOLLELO: Any public  
21 comments?

22 (Whereupon, no verbal  
23 response.)

24 CHAIRMAN NICOLLELO: All in favor  
25 signify by saying, "Aye".



CHAIRMAN NICOLLELO: Aye.

LEGISLATOR SCHAEFER: Aye.

LEGISLATOR KOPEL: Aye.

LEGISLATOR GIUFFRE: Aye.

CHAIRMAN NICOLLELO: Those opposed?

LEGISLATOR DERIGGI-WHITTON: Nay.

LEGISLATOR ABRAHAMS: Nay.

LEGISLATOR BYNOE: Nay. Moves  
forward by a vote of 4 to 3.

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1  
2 CHAIRMAN NICOLLELO: Next two items  
3 are municipal agreements, 67 and 68.  
4 These are Resolutions authorizing the  
5 County Executive to enter into municipal  
6 agreements with the village of Sea Cliff  
7 in relation to a project to procure and  
8 install playground equipment, as well as  
9 Glen Cove, in relation to improvements to  
10 the Veterans Memorial Monument Park moved  
11 by Legislator DeRiggi-Whitton, seconded  
12 by legislator Bynoe.

13 Any debate or discussion?

14 (Whereupon, no verbal  
15 response.)

16 CHAIRMAN NICOLLELO: Any public  
17 comment?

18 (Whereupon, no verbal  
19 response.)

20 CHAIRMAN NICOLLELO: All in favor  
21 signify by saying, "Aye".

22 (Whereupon, all members of  
23 the Rules Committee present at  
24 this time respond in favor  
25 with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: Carries  
unanimously.

\*\*\*\*\*

1  
2 CHAIRMAN NICOLLELO: So the next  
3 number of appointments are 69, 70, 71,  
4 72, 73, 74, 75. These are Resolutions to  
5 confirm the County Executive's  
6 appointment of Gennaro Cesarano to  
7 Assessment; Arnold Palleschi the Bridge  
8 Authority; Louis Digrazia to Sewer and  
9 Storm Water Finance; John DeGrace, the  
10 Nassau County Community College Board of  
11 Trustees; Dana Durso to the Nassau County  
12 Planning Commission; Anthony Licatesi to  
13 the Nassau County Bridge Authority; and  
14 John DeGrace to the Board of Trustees.  
15 They called John DeGrace twice because  
16 his two separate Resolutions.

17 Motion by Deputy Presiding Officer  
18 Kopel, seconded by Legislative Schaefer.

19 Any debate or discussion?

20 (Whereupon, no verbal  
21 response.)

22 CHAIRMAN NICOLLELO: Any public  
23 comment?

24 (Whereupon, no verbal  
25 response.)

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CHAIRMAN NICOLLELO: All in favor  
signify by saying, "Aye".

CHAIRMAN NICOLLELO: Aye.

LEGISLATOR SCHAEFER: Aye.

LEGISLATOR KOPEL: Aye.

LEGISLATOR GIUFFRE: Aye.

CHAIRMAN NICOLLELO: Those  
opposed -- you're abstaining, right?

LEGISLATOR ABRAHAMS: Yeah.

CHAIRMAN NICOLLELO: So passes by a  
vote of four in the affirmative and three  
abstentions.

Motion to adjourn Legislator  
Giuffre, seconded by Legislator Schaefer.

All in favor of adjourning signify  
by saying, "Aye".

(Whereupon, all members of  
the Rules Committee present at  
this time respond in favor  
with, "Aye".)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal  
response.)

CHAIRMAN NICOLLELO: We're

adjourned.

(Whereupon, the Rules  
Committee meeting is adjourned,  
4:08 p.m.)

C E R T I F I C A T E

STATE OF NEW YORK )

: SS.:

COUNTY OF NASSAU )

I, KAREN LORENZO, a Notary Public  
for and within the State of New York, do  
hereby certify:

That the above is a correct  
transcription of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 6th day of February, 2023.

Karen Lorenzo

Karen Lorenzo

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