

NASSAU COUNTY LEGISLATURE

COMMITTEES MEETING

RICHARD NICOLELLO

PRESIDING OFFICER

DENISE FORD

ACTING CHAIR

RULES COMMITTEE

County Executive and Legislative Building
1550 Franklin Avenue
Mineola, New York

Wednesday, April 3, 2023

2:06 p.m.

TAKEN BY: KAREN LORENZO, OFFICIAL COURT REPORTER

A P P E A R A N C E S

LEGISLATOR DENISE FORD Acting Chair

LEGISLATOR ROSE MARIE WALKER Acting Vice Chair

LEGISLATOR JOHN GIUFFRE

LEGISLATOR LAURA SCHAEFER

LEGISLATOR KEVAN ABRAHAMS

LEGISLATOR DELIA DERIGGI-WHITTON

LEGISLATOR SIELA BYNOE

MICHAEL PULITZER Clerk of the Legislature

A L S O A P P E A R E D

BRIAN LIBERT, COUNTY ATTORNEY'S OFFICE

JOANNE OWEIS, DEPUTY COUNTY ATTORNEY/DSS

INSPECTOR FIELD, POLICE DEPARTMENT

ELIZABETH HILL, COMPTROLLER'S OFFICE

CHARLES CASOLARO, COMPTROLLER'S OFFICE

MEAGAN MCCARTY, PUBLIC ADMINISTRATOR'S OFFICE

PAUL MELI, TRAFFIC AND PARKING VIOLATIONS AGENCY

THOMAS MONTEFINISE, DEPUTY COUNTY ATTORNEY

KEN ARNOLD, DEPARTMENT OF PUBLIC WORKS

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2 CHAIRWOMAN FORD: I'm going to call
3 this meeting of the Rules Committee to
4 order and ask the Clerk to call the roll.

5 CLERK PULITZER: Legislator Siela
6 Bynoe?

7 LEGISLATOR BYNOE: Here.

8 CLERK PULITZER: Legislator Delia
9 DeRiggi-Whitton?

10 LEGISLATOR DERIGGI-WHITTON: Here.

11 CLERK PULITZER: Ranking Member
12 Kevan Abrahams?

13 LEGISLATOR ABRAHAMS: Here.

14 CLERK PULITZER: Legislator Laura
15 Schaefer?

16 LEGISLATOR SCHAEFER: Here.

17 CLERK PULITZER: Legislator John
18 Giuffre?

19 LEGISLATOR GIUFFRE: Here.

20 CLERK PULITZER: Vice Chairman Rose
21 Marie Walker?

22 LEGISLATOR WALKER: Here.

23 CLERK PULITZER: Chairwoman Denise
24 Ford?

25 CHAIRWOMAN FORD: Here.

CLERK PULITZER: We have a quorum,
Ma'am.

CHAIRWOMAN FORD: All right.

We'll now start with the Pledge and
I'll ask Minority Leader Abrahams to lead
us.

(Whereupon, Pledge of
Allegiance is said.)

CHAIRWOMAN FORD: Thank you. It's
going to be a little rocky today. I'm
going to warn you from the get go,
because this is brand new to me.

So we're going to start with A-7-23,
a resolution authorizing the Commissioner
of Shared Services to award and execute a
blanket purchase order between the County
of Nassau and Ocean Marine industries.

E-25-23; 26-23; E-27-23; E 28-23;
E-29-23; E-30-23; E-31-23; E-32-23;
E-33-23; E-34-23; E-35-23; and U-1-23, a
resolution authorizing the County
Executive to execute personal service
agreements or amendments to personal
service agreements between the County of

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2 Nassau and Montfort, Healy, McGuire &
3 Salley LLP; Vincent D. McNamara,
4 Leventhal, Mullaney and Blinkoff LLP;
5 Conway, Farrell, Curtin and Kelly PC; The
6 Safe Center Long Island Incorporated;
7 Gartner, Inc.; VMC Group, Inc.; Tru View
8 BSI, LLC; Laboratory Corporation of
9 America Holdings; Calabrese and
10 Associates CPAs, PC.

11 Can I have a motion? So moved by
12 Legislator Walker and seconded by
13 Legislator McKeivitt.

14 We're going to start with A-7-23
15 Ocean Marine Industries. Do we have
16 somebody here from the Police Department?
17 Good afternoon.

18 INSPECTOR FIELD: Good afternoon.
19 William Field, Inspector with the Police
20 Department. Item A-7-23 is to authorize
21 an award purchase order for a dive
22 handheld sonar system for the Nassau
23 County Police Department's Marine Bureau.
24 The maximum amount authorized under this
25 purchase order is \$134,080. And this

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2 would assist our Marine Bureau in both
3 search and rescue operations as well as
4 recovery operations and any types of
5 incidents where we need to try to locate
6 something underwater.

7 CHAIRWOMAN FORD: Do we have this
8 already? This sounds like very something
9 very new, this sonar system.

10 INSPECTOR FIELD: We have a system
11 that actually currently works off the
12 side of a vessel. This would be a
13 handheld, would give more mobility and
14 also get into areas closer to land that
15 the divers can actually handhold in order
16 to see things.

17 CHAIRWOMAN FORD: Wow. Okay. You
18 know, it goes under water, correct?

19 INSPECTOR FIELD: Yes.

20 CHAIRWOMAN FORD: And how many are
21 we -- is it just one or are there more
22 than one?

23 INSPECTOR FIELD: It's just one.

24 CHAIRWOMAN FORD: Just the one. Wow.
25 Any other questions?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: Nope. All right.
Thank you.

INSPECTOR FIELD: Thank you.

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CHAIRWOMAN FORD: Okay, we have item E-30-23, the Safe Center Long Island. Hello again.

INSPECTOR FIELD: Item E-30. William Field, Inspector with the Police Department.

Item E-30-23. This is an amendment to a contract with the Police Department for support services for domestic violence, sex abuse and child abuse with the Safe Center. We are looking to extend the contract for an additional year and increase the maximum amount to \$250,000.

CHAIRWOMAN FORD: Any questions from the legislators?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: I see none. Thank you very much.

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2 CHAIRWOMAN FORD: Okay. Item
3 E31-23, Gartner Inc. The Comptroller's
4 Office.

5 MR. CASOLARO: Good afternoon. On
6 behalf of the Comptroller, I'm Charlie
7 Casolaro, Chief Counsel to the
8 Comptroller.

9 As the Committee is aware, Nassau
10 County is engaged in a project to change
11 its financial software system, and
12 Gartner is the second contract. There
13 will in probably be three contracts.

14 Right now we have a contract with
15 Plante Moran to help us develop the RFP
16 and our needs for the new system Gartner
17 will take up from when Plante Moran
18 finishes. After we award the RFP and a
19 vendor is chosen and a contract is
20 assigned, Gartner will help us with the
21 integration and migration of that new
22 software system. It's a good contract.
23 Gartner has been used by the County
24 before. They're used by other
25 municipalities throughout the state, and

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2 we recommend its approval. They are a
3 needed vendor.

4 CHAIRWOMAN FORD: Legislator
5 DeRiggi-Whitton.

6 LEGISLATOR DERIGGI-WHITTON: Hi. Are
7 we going to own the software or are we
8 going to lease it or how --

9 MR. CASOLARO: We're going to own
10 it?

11 LEGISLATOR DERIGGI-WHITTON: Okay.
12 So when we need upgrades are we're going
13 to have to go back to the same provider?

14 MR. CASOLARO: That's undetermined.
15 We're putting together the RFP and we're
16 working through that issue. I don't have
17 a definitive answer.

18 LEGISLATOR DERIGGI-WHITTON: So just
19 by going in past history, I think that
20 should be something that we should
21 address because a lot of times, you know,
22 as things happen in this industry,
23 especially, they get outdated very
24 quickly.

25 MR. CASOLARO: Yes.

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2 LEGISLATOR DERIGGI-WHITTON: And
3 then they come back and then it's like a
4 whole major cost for us. We can't go
5 anywhere else. And, you know, we're
6 always in that situation where we're kind
7 of stuck.

8 MR. CASOLARO: I agree.

9 LEGISLATOR DERIGGI-WHITTON: So
10 maybe before we agree to go forward with
11 them, we can work out those details.

12 MR. CASOLARO: I have Deputy
13 Comptroller Elizabeth Hill here, maybe
14 she can address that better.

15 MS. HILL: First of all, the
16 consultants have been telling us that
17 most of the type of software we would be
18 looking for would likely be a lease. And
19 we're talking about an extended lease,
20 not the normal five years that I guess
21 the County goes with, because you don't
22 want to do this every five years. But
23 definitely this will be the issue.

24 Once we have the responses to the
25 RFP, we will have to discuss them and

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2 come back with the approval for the
3 selected proposer. But pretty much the
4 the standard these days is a lease.

5 LEGISLATOR DERIGGI-WHITTON: So
6 technically, we won't own the program?

7 MR. CASOLARO: We own the software.

8 MS. HILL: No. Unlikely.

9 MR. CASOLARO: Oh. I misspoke.
10 Sorry.

11 LEGISLATOR DERIGGI-WHITTON: Okay.
12 So we won't own the software. Okay.
13 Again, I know you're still in the process
14 of the RFP, I would try to address that
15 now. Because we've all seen it in
16 different departments where that's what
17 comes back as the problem, that we don't
18 own the software, we're dependent upon
19 this company and now all of a sudden they
20 want to charge us five times what they
21 did.

22 MS. HILL: I think this is a
23 discussion we should have when we select
24 the proposer. Because the industry
25 standard is that it's a lease, it's in

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2 the cloud, and they do the maintenance so
3 that it changes kind of the dynamics with
4 regards to the IT Department. We've
5 discussed this with the IT Department.
6 They're aware of it. We're going to be
7 working with the top vendors in this area
8 because of the size and complexity of
9 Nassau County. There's a lot of reasons
10 why you would want it to be a lease and
11 with their maintenance and with their
12 updating, the updating for the variety
13 that we have. We have many GASB
14 statements coming along that are going to
15 need adjustments and we want someone
16 there to do it on time when we need it.

17 LEGISLATOR DERIGGI-WHITTON: Well,
18 again, I go with what you think as far as
19 the lease or ownership, but I think that
20 the time to put it in is now with the
21 RFP. Because what's going to happen is
22 you're going to come to us for approval
23 and then we're going to ask about that,
24 and they're going to say, well, it wasn't
25 in the RFP, so we can't address it. I've

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2 just been here too long because we've
3 seen it so many times.

4 MR. CASOLARO: Understood. We'll
5 review that.

6 LEGISLATOR DERIGGI-WHITTON: Yeah, I
7 would definitely. That's like a real
8 sticking point. And now is your time of
9 leverage because you haven't done the RFP
10 yet and you haven't committed to a
11 company.

12 MR. CASOLARO: No, we have not. We
13 are in the process.

14 LEGISLATOR DERIGGI-WHITTON: Once
15 that's done, we can't go back and revisit
16 it.

17 I'm asking you to try to address the
18 ownership of the software -- and I'm
19 fine. A lease is fine if that's what --
20 but as far as updates and maintenance and
21 everything else, now is the time, believe
22 me, to address it. We've been here too
23 many times where we our backs are up to
24 the wall; what can we do? We have to pay
25 this "X" amount because we don't own it

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2 and they're the only ones who can upgrade
3 it.

4 MR. CASOLARO: We are in the process
5 of reviewing that type of material. The
6 software is so old that it's not able to
7 be upgraded, it's not able to be really
8 integrated. So we're in the process.
9 That's a material element to the RFP.

10 LEGISLATOR DERIGGI-WHITTON: I'm not
11 saying you shouldn't do this, I'm in
12 favor of you upgrading whatever you have
13 to, but just in the RFP, please make sure
14 for your own peace of mind in a year or
15 two that those issues are addressed.

16 MR. CASOLARO: We will.

17 LEGISLATOR DERIGGI-WHITTON: Because
18 again, we've been here numerous
19 occasions. And we don't like that,
20 because a lot of times I honestly feel
21 that we're paying a lot more for upgrades
22 than we even did for the initial system
23 sometimes. This is the time. You can't
24 wait till after the RFP is answered.
25 Absolutely not. Because if it's not

addressed in the RFP, you cannot bring it up later.

MR. CASOLARO: Okay, we will take that under consideration, certainly.

CHAIRWOMAN FORD: Legislator Walker.

LEGISLATOR WALKER: Just piggybacking on on what Legislator DeRiggi-Whitton said, I mean, there's been times, too, we've had software that then is no longer even available. So then what do you do then? Everything you've done, it's like a restart. And again, a lot of cost to the County and to our residents.

MR. CASOLARO: We take that point very seriously, of course. Yes.

CHAIRWOMAN FORD: Anyone else?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: I see none. Thank you very much.

MR. CASOLARO: Thank you.

CHAIRWOMAN FORD: All right. E-32-
23, VMC Group, Inc. At this point, I'm
going to ask for a motion to table.

LEGISLATOR SCHAEFER: So moved.

CHAIRWOMAN FORD: Legislator
Schaefer, seconded by Legislative Walker.
All those in favor?

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

CHAIRWOMAN FORD: Against?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: This contract is
tabled.

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2 CHAIRWOMAN FORD: All right. U-1-23
3 Calabrese & Associates CPAs PC. Public
4 Administrator, please.

5 MS. MCCARTY: Good afternoon and
6 thank you to Chief Officer Ford and the
7 Nassau County Legislature for having us
8 today. I'm Meagan McCarty and I'm the
9 Deputy Public Administrator of Nassau
10 County.

11 The Public Administrator's Office is
12 required pursuant to Surrogate's Court
13 Procedure Act 1208.3 to conduct an annual
14 audit of the office by an independent
15 certified public accountant. This audit
16 must be filed with the Surrogate, the
17 Attorney General of the State of New York
18 and the New York State Comptroller.

19 Thank you so much for considering
20 this.

21 CHAIRWOMAN FORD: Legislator
22 DeRiggi-Whitton.

23 LEGISLATOR DERIGGI-WHITTON: How
24 many bids were received for this?

25 MS. MCCARTY: We received one.

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LEGISLATOR DERIGGI-WHITTON: Okay.
And was it rebid when you only received
one?

MS. MCCARTY: We did not.

LEGISLATOR DERIGGI-WHITTON: It's
unusual.

CHAIRWOMAN FORD: Do you normally
just receive one bid? You obviously have
to do this every year.

MS. MCCARTY: In the past, we've
received low amount of bids. But this was
just one this year.

CHAIRWOMAN FORD: Anyone else?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: All right. Thank
you very much.

MS. MCCARTY: Thank you so much.

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2 CHAIRWOMAN FORD: All right. Item
3 E-33-23, Truview BSI, LLC; and then
4 E-35-23, Laboratory Corporation of
5 America Holdings. Good afternoon.

6 MS. OWEIS: Hi, good afternoon.
7 Joanne Oweis, Deputy County Attorney on
8 behalf of the Department of Social
9 Services.

10 The first item, 33-23, is a five
11 year contract with Trueview. They provide
12 welfare fraud investigative services to
13 the Department of Social Services. They
14 were selected pursuant to an RFP that was
15 issued last year; RFP 1003-2239.

16 These services are required under
17 New York State Social Services law to be
18 provided to the County. It's to
19 investigate potential fraud and
20 criminality with respect to benefits
21 provided by Social Services.

22 CHAIRWOMAN FORD: So basically, this
23 is to investigate possible fraud. Would
24 it be amongst individuals, companies
25 or --

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2 MS. OWEIS: Yes. Individuals,
3 people that come into Social Services to
4 receive benefits.

5 CHAIRWOMAN FORD: How do you
6 sometimes identify the people that you
7 would investigate? Is there like a
8 trigger or something that you could
9 catch?

10 MS. OWEIS: I think one of the
11 investigators would probably be better
12 suited to answer, but I think they look
13 for irregularities in the information
14 provided to Social Services and they
15 issue subpoenas to get more information,
16 to confirm or deny. They provide
17 surveillance, a lot of different
18 investigative techniques.

19 CHAIRWOMAN FORD: That's very
20 interesting. Anyone else? Legislator
21 Bynoe.

22 LEGISLATOR BYNOE: Hello.

23 MS. OWEIS: Hi.

24 LEGISLATOR BYNOE: So what is the
25 performance benchmarks for these

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2 individuals?

3 MS. OWEIS: So what happens is with
4 those cases, they're the cases that are
5 going to be like large felony matters.
6 And the things they investigate go into
7 three categories I've been told: Cost
8 avoidance, DA recovered, and DA referral.
9 And the money saved -- the DA referral
10 cases I think the benchmark for DA
11 referrals now is I think believe up to a
12 \$10,000 if they think that it's going to
13 be a fraud, \$10,000 or above, it gets
14 referred to the DA's office. Otherwise,
15 it gets handled internally within the
16 within the County's office. They've been
17 able to do recoveries that exceed the
18 amount that we spend on the contracts
19 year over year. This is a new contract,
20 but this is the vendor that was providing
21 services for the past five years.

22 LEGISLATOR BYNOE: And so outside of
23 the daily rate of the investigators, what
24 other expenses are borne to this
25 contract?

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2 MS. OWEIS: Just the daily rate.
3 It's an all in daily rate for the
4 services.

5 LEGISLATOR BYNOE: And how many
6 investigators overall do we have?

7 MS. OWEIS: Let me just look just so
8 I give you the correct number (perusing).
9 I believe all in we asked for nine
10 investigators total, and different
11 staffing levels, the Supervisor down to
12 Investigator I or Investigator II.

13 LEGISLATOR BYNOE: And these are all
14 full time positions?

15 MS. OWEIS: They're all full time
16 positions. They only work on a daily
17 rate. So if they're there, that's how
18 they work. They bill us on a daily rate.

19 LEGISLATOR BYNOE: And what was the
20 billable; do you have the billable last
21 year?

22 MS. OWEIS: In this contract, the
23 daily rate for a level one investigator
24 is \$282.30 daily; level two \$364.31
25 daily; and the level three is \$462.19

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2 daily.

3 LEGISLATOR BYNOE: And so this is a
4 continuation of their services.

5 MS. OWEIS: It's a new contract.
6 They were awarded pursuant to a new RFP.
7 But yes, it's the same provider as the
8 last five years of providing services.

9 LEGISLATOR BYNOE: Okay. And what
10 was the total sum billed to their
11 contract for last year?

12 MS. OWEIS: That's a good question.
13 I don't have that number with me. But we
14 typically budgeted at DSS at about 800
15 and some odd thousand dollars. So year
16 over year it's about 8 or \$900,000. I can
17 get you the exact number if you'd like,
18 but that's usually what we budget it for.

19 LEGISLATOR BYNOE: Okay. Seems like
20 a really costly contract.

21 MS. OWEIS: It seems like a high
22 number, but the results exceed the cost
23 of the contract.

24 LEGISLATOR BYNOE: Yeah, I would
25 love to see what was billed last time and

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2 last year, and I'd like to see it against
3 the savings.

4 MS. OWEIS: The director of the
5 services who is a DSS employee, provided
6 me a spreadsheet and he said the cost
7 avoidance -- like I said, there was three
8 factors -- from '18 to '22, the cost
9 avoidance was at about 2.6 million; DA
10 recovered was at a 1.3 million and DA
11 referrals were at 3.6 million.

12 LEGISLATOR BYNOE: And that was just
13 for last year.

14 MS. OWEIS: That was over the past
15 five year term.

16 LEGISLATOR BYNOE: Okay. And so what
17 differentiates an Investigator I from a
18 II, III?

19 MS. OWEIS: Let me just look in the
20 body of the contract (perusing). So if
21 you look between pages four and five of
22 the contract, it gives the qualification
23 levels.

24 LEGISLATOR BYNOE: I don't have the
25 contract.

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2 MS. OWEIS: I'm sorry. The level
3 three investigator, the most expensive
4 one, that's the supervisor. When we go
5 to two and one, it really is the number
6 of years that they have investigative
7 experience. The Level I it says a minimum
8 of one year of welfare fraud and
9 investigator experience, and they
10 participate in certain projects and have
11 certain levels of credentials; Level II
12 has three plus years of investigative
13 services; and the Level III is a minimum
14 of five years supervisory welfare
15 investigative services. Some of the
16 investigators we do have are way beyond
17 those benchmarks, but fit within those
18 criteria.

19 LEGISLATOR BYNOE: Because typically
20 in these type of positions, we would
21 normally see sometimes retired police
22 officers.

23 MS. OWEIS: Exactly.

24 LEGISLATOR BYNOE: So is that what
25 we're seeing in these positions?

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MS. OWEIS: Exactly.

LEGISLATOR BYNOE: Okay. Thank you.

MS. OWEIS: You're welcome.

CHAIRWOMAN FORD: Legislator Walker.

LEGISLATOR WALKER: Just was wondering, do these investigators also investigate fraud dealing with housing? I've had issues in my district where you have a landlord who has DSS families in the house. But then whoever is there kind of collaborates with the landlord and then they sort of have other people rent the house also who have no clue they're renting a house that shouldn't be renting and then they're paying money to a landlord and people who are in that house that DSS has put in that house.

MS. OWEIS: And the benefits would be going to the landlord; that's what you're saying, correct?

LEGISLATOR WALKER: Yes. Or the landlord and this other person are sharing that and this other poor family doesn't realize it's happening.

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2 MS. OWEIS: I believe that would
3 fall into the criteria. Because it's
4 wherever the DSS monies would flow. If
5 the benefit is given to the individual
6 and it flows up to the landlord and
7 there's something going on there, if a
8 complaint is made, of course they'd
9 investigate it.

10 LEGISLATOR WALKER: All right. Thank
11 you.

12 MS. OWEIS: You're welcome.

13 CHAIRWOMAN FORD: Anyone else?

14 (Whereupon, no verbal
15 response.)

16 CHAIRWOMAN FORD: Thank you.

17 The Laboratory Corporation. Is that
18 you as well?

19 MS. OWEIS: That's me.

20 CHAIRWOMAN FORD: Okay.

21 MS. OWEIS: The Lab Corp contract is
22 an amendment. It's a one year extension
23 on an existing five year contract to
24 provide mandated service to the County,
25 namely to the DSS Child Support Unit.

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2 This is to provide genetic testing for
3 parentage and child support in the Family
4 Court in those proceedings.

5 CHAIRWOMAN FORD: Okay. Anyone?

6 (Whereupon, no verbal
7 response.)

8 CHAIRWOMAN FORD: I guess that's
9 good. All right. Thank you very much.

10 MS. OWEIS: Thank you.

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2 CHAIRWOMAN FORD: All right. E-25-23
3 Montfort, Healy, McGuire and Salley LLP;
4 E-26-23 and E-27-23 Law Office of Vincent
5 D. McNamara; E-28-22 Leventhal Mullaney
6 and Blinkoff LLP; E-29-23 Conway,
7 Farrell, Curtin & Kelly PC; and E-34-23
8 John M. Donnelly.

9 Good afternoon, from the County
10 Attorney.

11 MR. LIBERT: Good afternoon,
12 Legislators. Brian Libert from the County
13 Attorney's Office.

14 E-25-23 is an amendment to a
15 contract with the law firm of Montfort,
16 Healy, McGuire and Salley. This is for a
17 case called Rochester. I have previously
18 appeared before you with other amendments
19 for this case. There were several
20 conflicts. The facts, I believe, have
21 been presented for the record before, so
22 I'm not going to recite them here.

23 Just to give you the numbers, we're
24 adding \$90,000 to the original \$125,000
25 for a total of \$215,000. So that's the

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2 current amendment. If you have any
3 further questions, I'm more than happy to
4 answer the same.

5 CHAIRWOMAN FORD: Anyone?

6 (Whereupon, no verbal
7 response.)

8 CHAIRWOMAN FORD: No.

9 All right. We'll go to the next one.
10 Thank you.

11 MR. LIBERT: There's two contracts
12 in a row with Law Office of Vincent
13 McNamara. I believe E-26 is an amendment
14 for the Hart, De Maria and Vasquez
15 matter. And this is adding \$350,000 to
16 the original \$83,000 contract. That's for
17 the continuation of the Hart and Vasquez
18 matters. De Maria, on the other hand, is
19 complete, and we owe about \$15,000 just
20 to close the file out. It's totally over.
21 So most of this represents new work to be
22 done.

23 CHAIRWOMAN FORD: Anyone.

24 (Whereupon, no verbal
25 response.)

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2 CHAIRWOMAN FORD: No.

3 How about the second one?

4 MR. LIBERT: The second one is for a
5 case called Meltzer. This is a new car
6 accident case at the County involving a
7 very serious injury. And it is a new
8 contract for a total of \$220,250.

9 CHAIRWOMAN FORD: Legislator
10 DeRiggi-Whitton.

11 LEGISLATOR DERIGGI-WHITTON: I just
12 want to make an overall statement more
13 than just a specific statement. It just
14 seems that we're really spending so much
15 on outside counsel. And I know sometimes
16 it's necessary, but I know that a number
17 of our board transfers and everything
18 else are really going for things like
19 that. How is the County Attorney's
20 office doing? Are you well staffed?

21 MR. LIBERT: I would just say
22 relative to this contract, that's not
23 really something I would speak to, you
24 know, as to whether the office is
25 staffed. I haven't really discussed that

1
2 with the County Attorney. It's not
3 something that I would just sort of
4 extemporaneously address. It's something
5 that I would want to consider and speak
6 to the County Attorney about.

7 LEGISLATOR DERIGGI-WHITTON: All
8 right. I mean, it just seems like a car
9 accident, although the injuries are
10 severe, it sounds or proposed to be
11 severe, it doesn't sound like something
12 that we couldn't be able to handle
13 normally. I don't want to get into any
14 specifics, but it just seems unusual that
15 we couldn't handle a car accident case.

16 MR. LIBERT: No, I'm happy to
17 address your point. So, first of all,
18 again, like you brought up, it's a very,
19 very serious injury. I'd have to look at
20 my notes. I don't believe someone died in
21 this case. It's a very serious injury.
22 And I believe what we've learned over
23 time is that the plaintiff's offices in
24 many of these cases are very well
25 resourced. And it's not just a matter of

1
2 who's on staff or what's available, but
3 also the resource against the resource.
4 And in these cases where there is a
5 serious injury, bringing in a firm with
6 serious resources to defend us, whatever
7 that firm may be, has proven to be
8 successful in lowering the liability. So
9 while it often -- and I can speak to
10 this, I've been doing this outside
11 counsel work now myself for about five
12 years -- while it's easy to often say
13 that, even as an attorney, couldn't we do
14 this? Couldn't so-and-so do this or this
15 group or this person? Oftentimes, it's
16 easy to say that. But the reality of the
17 boots on the ground is that someone truly
18 resourced and experienced is the best way
19 to limit liability, which is, of course,
20 always our goal and provide the best
21 defense for the County possible.

22 LEGISLATOR DERIGGI-WHITTON: I agree
23 in general. I had a background with State
24 Farm, but I just kind of still feel that
25 a good amount of our money is still going

1
2 to outside counsel. And I would like to
3 see if we can have more -- I think we
4 have excellent attorneys. So I think that
5 they are probably capable of doing close
6 to the same amount of work. Whether or
7 not they have the resources, I can
8 understand what you're saying. But for a
9 basic car accident, we hire experts for
10 everything. So it's not as if we're going
11 to do the accident reconstruction or
12 things like that. You hire everyone via
13 the County Attorney's office.

14 All right. It was just a general
15 point. I just feel that a lot is still
16 going to outside counsel. I'd like to see
17 more with our own attorneys.

18 MR. LIBERT: I will certainly raise
19 that to the County Attorney.

20 CHAIRWOMAN FORD: Anyone else?

21 (Whereupon, no verbal
22 response.)

23 CHAIRWOMAN FORD: No. Let's go to
24 the next one. Leventhal.

25 MR. LIBERT: This is a contract with

1
2 Leventhal Mullaney. They represent the
3 Board of Ethics. I previously was before
4 the Legislature with a contract that was
5 for work they had done previously, and
6 the Legislature had asked if they would
7 be doing any work in between. I said, No.
8 They have not. This is a contract for the
9 new work going forward.

10 CHAIRWOMAN FORD: Legislator
11 Abrahams.

12 LEGISLATOR ABRAHAMS: Thank you,
13 Chair Ford.

14 Just a couple of questions. This
15 contract is to provide counsel in regards
16 to the Board of Ethics, right? Mr.
17 Leventhal?

18 MR. LIBERT: Correct. Okay. And I
19 think it's been brought up in this Body
20 before in previous occasions. And I don't
21 know if the County Attorney's Office has
22 researched it a little bit more since
23 that time, but it was our understanding
24 based off of 2017 court case Judge
25 McCormick sanctioned, Mr. Leventhal, is

1
2 the County Attorney's Office aware of
3 that sanction?

4 MR. LIBERT: I myself am not aware
5 of it until you mentioned it. I can
6 certainly speak to my colleagues. It's
7 just not something I was aware of. If it
8 sounds like I'm stunned, it's because I
9 was not aware of it. I would have to look
10 into that.

11 LEGISLATOR ABRAHAMS: It's not a new
12 news. It came up in 2019 when he was
13 reaffirmed and then, obviously, it was it
14 was something that we had brought up at
15 that time. And it seems to be that I
16 haven't heard any resolution. He claims
17 that he did nothing wrong. Obviously,
18 there's this sanction that was out there.
19 But what's most important is that the
20 fact that he didn't disclose it at the
21 time of the 2019 contract. So I just
22 don't see a reason when we're asking
23 someone to help us in regards to ethical
24 issues that may have some very similar
25 issues as it pertains to disclosing items

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2 and not indicating that he's been
3 sanctioned, it just to me doesn't
4 reconcile. Because that's somebody that
5 you want to be as less issues as
6 possible, if I can say that in a better
7 term.

8 So I would ask that we table this
9 matter, being that the County Attorney
10 hasn't had a chance to look at it.

11 MR. LIBERT: Well, just to speak to
12 one thing, the County Attorney's Office
13 did not make this selection directly.
14 This selection was made by the members of
15 the Bard of Ethics pursuant to a formal
16 resolution. So to the extent that you may
17 have questions about who made that
18 selection or how the selection was made
19 and whether the County Attorney or the
20 office was aware, even if he was or
21 wasn't aware, it really wouldn't pertain
22 to this particular contract because it
23 was procured through the Board rather
24 than through the County Attorney's Mini
25 Bid Selection Committee as an ordinary

1
2 litigation would.

3 LEGISLATOR ABRAHAMS: I understand.
4 But wouldn't it make more sense for the
5 Board of Ethics to give you that
6 knowledge of his issues with being
7 sanctioned and not disclosing those items
8 or. I'm sorry, Brian, just forgive me.
9 Who actually reviews -- I mean, I
10 understand this is a new administration,
11 but who who actually reviews the actual
12 disclosures to ensure that they are
13 appropriate and they are correct?

14 MR. LIBERT: Are you talking --
15 which disclosures are you speaking about?

16 LEGISLATOR ABRAHAMS: So, basically,
17 in 2019 -- different administration,
18 totally get it -- there was a disclosure
19 that was filed that omitted this
20 particular information in regards to Mr.
21 Leventhal being sanctioned in 2017. That
22 disclosure that would normally
23 indicate -- Yes, you know, the normal
24 disclosures we get, would that disclosure
25 be reviewed by your office or it's the

1
2 requirement of the Board of Ethics to
3 ensure that that disclosure is filled out
4 properly? Or maybe no one did the
5 research, and you just rely on Mr.
6 Leventhal to provide the truth.

7 MR. LIBERT: When you're talking
8 about a disclosure, you're speaking about
9 the PQ, the Principal Questionnaire for a
10 vendor or a Financial Disclosure From the
11 County? I just want to make sure we're
12 talking apples to apples.

13 LEGISLATOR ABRAHAMS: The PQ.

14 MR. LIBERT: I just want to make
15 sure we're talking about the same thing.
16 So my understanding is that that is
17 reviewed beyond County Attorney's Office.
18 In other words, that those PQs are
19 reviewed by Robert Cleary, who I believe
20 is sitting back there, and potentially
21 the IG's office. And Chris Lemoine,
22 director of Legislative Affairs, has
23 informed me that on this contract, the
24 item that you're pointing out is
25 disclosed despite my own lack of

1
2 knowledge about it.

3 LEGISLATOR ABRAHAMS: Yes. So on
4 this contract, it is. Maybe I wasn't
5 clear on my point. In the previous
6 contract it was not. And also, as I said
7 before, does anyone know and can
8 substantiate the sanction? Like how
9 serious was it? Did anyone do that
10 research? I don't believe the disclosure
11 today identifies that. I guess, did
12 anyone look deeper?

13 MR. LIBERT: To my understanding,
14 that would be an issue for either the
15 Procurement Office or the IG. I don't
16 think that any of the County departments,
17 including County Attorney, look beyond
18 what's submitted in the principal
19 questionnaire. If it certainly would
20 appear to be incorrect or certainly
21 false, obviously, but even just
22 incorrect, we would let the vendor know,
23 hey, it looks like there's a mistake and
24 allow them to fix it. But beyond that, I
25 don't believe that we would do much more

1
2 than a ministerial look at that principal
3 questionnaire. We would anticipate that
4 review to come from Procurement and the
5 IG. That is my understanding, based on
6 the question you're asking me.

7 LEGISLATOR ABRAHAMS: Okay. So in
8 2019, the IG did opine, and basically
9 indicated -- Jodi could speak for
10 herself, her office can speak for herself
11 -- They did opine and indicated that
12 there was no disclosure or no PQ at that
13 time.

14 MR. LIBERT: I understand what
15 you're saying. I'm just aware that he did
16 disclose it this time.

17 LEGISLATOR ABRAHAMS: No, I get
18 that. I get that he disclosed it this
19 time. Maybe because we brought it up the
20 last time. But again, I guess the
21 question I'm asking, I'm driving at is
22 what was he sanctioned for?

23 MR. LIBERT: I don't know.

24 LEGISLATOR ABRAHAMS: Mr. Cleary, do
25 you know?

1
2 MR. CLEARY: Robert Cleary, Chief
3 Procurement and Compliance Officer.
4 Reading from his disclosure -- and by the
5 way, I do note in the previous
6 administration it was reviewed and he
7 argued convincingly that it had nothing
8 to do with his license and, therefore,
9 was not responsive to the question, and
10 that's why it was accepted.

11 "The sanction here was imposed in a
12 trial level judicial proceeding with
13 respect to a zoning regulation. It was
14 not imposed in a proceeding before the
15 Grievance Committee or the Appellate
16 Division. It was not a not a sanction
17 imposed in a judicial or administrative
18 proceeding with respect to my
19 professional license." The question
20 specifically was referring to a
21 professional license sanction.

22 LEGISLATOR ABRAHAMS: Got it.

23 And, the County, I'm assuming you're
24 okay with that response from the County
25 Attorney's Office? I'm talking to Brian

1
2 now. You're recommending this contract.
3 I'm assuming you're okay with that.

4 MR. LIBERT: Yes. We wouldn't be
5 recommending the contract if we weren't
6 okay with that response. But that
7 response is also submitted like as if you
8 asked on all questionnaires. So I think
9 the answer to that is yes.

10 LEGISLATOR ABRAHAMS: And I guess
11 it's safe to assume you speak on behalf
12 of the Board of Ethics. The Board of
13 Ethics is okay with that response and him
14 representing them?

15 MR. LIBERT: That I cannot do. I
16 just am without authority to do that. But
17 I can speak for the County Attorney's
18 Office, which is what I'm here to do. I
19 can only assume that they would have
20 recommended it under those circumstances,
21 but I can't directly speak for them. I
22 think that would be not wise. The Board
23 made the selection though.

24 LEGISLATOR ABRAHAMS: The Board made
25 the selection with this information being

1
2 disclosed?

3 MR. LIBERT: That is certainly my
4 understanding.

5 LEGISLATOR ABRAHAMS: Okay. And they
6 were aware of the significance or lack
7 thereof, whatever it may be the case.

8 MR. LIBERT: Yes.

9 LEGISLATOR ABRAHAMS: Okay.

10 So now we're coming back to today.
11 So this Body is under the understanding
12 that the best the Board can do is Mr.
13 Leventhal with this action that happened.

14 MR. LIBERT: I didn't understand the
15 question. I apologize.

16 LEGISLATOR ABRAHAMS: He's the best
17 person to represent them and provide them
18 counsel at the Board of Ethics. That's
19 what we are here to assume today, based
20 on this.

21 MR. LIBERT: I don't know that
22 that's the assumption. I think the
23 assumption is that they went through a
24 competitive process and made a selection
25 taking into consideration all factors. So

1
2 I guess the answer is yes, but I don't
3 know what the assumption is based on
4 that, just that this is the selection
5 that they made based on the available
6 options to them.

7 LEGISLATOR ABRAHAMS: So what was
8 their competitive process?

9 MR. LIBERT: I can actually describe
10 that for you. So this was led by RFP mini
11 bid two different times. I don't have
12 the dates for you, but I believe in 2019
13 there was an RFP which was not completed.
14 And then during last year, 2022, there
15 was a second RFP by the Board and Mr.
16 Leventhal was the winning bidder under
17 that prior RFP process. I actually did
18 not handle that RFP process, so I
19 couldn't speak directly to it, but that
20 is my peripheral knowledge of it.

21 LEGISLATOR ABRAHAMS: He was the --
22 I'm sorry. To make sure I understand --
23 I'll let you finish.

24 MR. LIBERT: No, I was finished.

25 LEGISLATOR ABRAHAMS: Oh, all right.

1
2 I saw Mr. Lemoine talking to you, so I
3 didn't know if he was sharing some
4 information.

5 He was the winning bidder. I'm
6 sorry. What was the phrase you used?

7 MR. LIBERT: I think I said winning
8 bidder, but I was just using that phrase
9 loosely. In other words, there was a
10 competitive bidding process and he was
11 selected as the winner of that
12 competitive bidding process.

13 LEGISLATOR ABRAHAMS: He was
14 selected because his bid was the lowest?

15 MR. LIBERT: I hope not.

16 LEGISLATOR ABRAHAMS: Was it based
17 on Mr. Leventhal's level of
18 qualifications?

19 MR. LIBERT: The selection committee
20 ranked and scored the proposals. Based on
21 that score, Steve Leventhal was selected
22 for the award.

23 LEGISLATOR ABRAHAMS: And what were
24 the scores?

25 MR. LIBERT: I certainly don't have

1
2 those available. And even if I did, I
3 don't know that I would speak to them on
4 the record. Just in terms of my knowledge
5 of FOIL, sometimes those are disclosable,
6 sometimes those aren't. But there were
7 scores. That is what I'm comfortable
8 saying on the record at this point.

9 LEGISLATOR ABRAHAMS: Okay. Would
10 the scores be impacted by this sanction?

11 MR. LIBERT: Robert Cleary could
12 probably speak better to that than I
13 could. I'm not a procurement expert. And
14 what I've learned as an attorney is don't
15 try to be an expert when you're not.

16 LEGISLATOR ABRAHAMS: Understandable.
17 Mr. Cleary?

18 MR. CLEARY: The proposal was
19 selected as the one offering best value
20 to the County, taking all elements into
21 consideration. The criteria in the RFP
22 was stated as the typical criteria, I
23 believe. The vendor was deemed to be
24 responsible; therefore, they were
25 selected and proposed for award.

1
2 LEGISLATOR ABRAHAMS: So I guess
3 maybe you didn't hear my question. So was
4 his sanctioning in 2017, was it impacted
5 by the scoring? Because you guys didn't
6 know about it in 2019 because he didn't
7 disclose it. So in 2023, when we're
8 considering this contract now, it was bid
9 out again in 2022, was that sanctioning
10 part of the scoring?

11 MR. CLEARY: The Department proposed
12 the award because it found that it was
13 not a justification to find the vendor
14 non responsible.

15 LEGISLATOR ABRAHAMS: Okay. So,
16 basically, it did not impact the scoring.

17 MR. CLEARY: I would imagine it did
18 not impact the scoring. It did not impact
19 the Department's decision to propose the
20 award.

21 LEGISLATOR ABRAHAMS: Got it. Okay.

22 So from our standpoint, I go back to
23 my original question to Mr. Libert. We
24 are under the assumption that the Board
25 of Ethics made this decision blind to

1
2 this sanctioning. So we have to make a
3 decision based off of that fact?

4 MR. LIBERT: I can't say that that's
5 correct. I wouldn't make any assumptions.
6 I don't think that that's what Mr. Cleary
7 said.

8 LEGISLATOR ABRAHAMS: It's one or
9 two things. It's either we table it and
10 when we hear from the Board of Ethics
11 directly or we go with that assumption,
12 it's one or the two. That's the way I see
13 it. Either they come here and they come
14 down here and they say unequivocally,
15 Yes, we knew and it doesn't matter. Or
16 no, we didn't know the meaning of it. Or
17 like I said before, we vote for it with
18 the assumption that they were blind to
19 it. It's one of the two things. It's very
20 simple from my standpoint.

21 MR. CLEARY: This adverse
22 information was handled the way that all
23 adverse information is handled. And the
24 fact is that an evaluation committee is
25 not tasked with first evaluating adverse

1
2 information. All right. The proposals
3 always are evaluated based on the
4 criteria in the solicitation. The
5 criteria in the solicitation do not speak
6 to responsibility. That is a separate
7 assessment. And if, in fact, a vendor is
8 proposed for a award and then the
9 Department, in reviewing the integrity
10 and the capacity of the vendor, finds
11 that they are not responsible, then
12 Department has the option of referring
13 the decision back to the Committee to
14 consider how to proceed, whether to move
15 to another vendor if we find that vendor
16 not responsible, or to not award and
17 cancel the solicitation. Those are the
18 options.

19 So the fact is that a potential
20 adverse circumstance is not generally
21 considered by the Committee. It is
22 generally considered as a separate review
23 of responsibility of the vendor when
24 proposing award.

25 LEGISLATOR ABRAHAMS: I hear what

1
2 you're saying. And that's all well and
3 good. Now, I'm going to put it in
4 layman's terms. Mr. Leventhal is not
5 contracted to provide some type of legal
6 counseling some other issue representing
7 the County. He is counseled to provide
8 advice to a Body that is evaluating
9 ethical concerns and issues. You would
10 want someone that is beyond approach, I
11 would think, not someone that's been
12 sanctioned in a particular court that can
13 be able to provide that level of insight
14 to that Body. Now, if the Body is unaware
15 or not concerned with Mr. Leventhal's
16 sanctioning and they're perfectly fine
17 with receiving that level of advice,
18 that's the assumption that we're prepared
19 to go under when we take the vote today.
20 However, it's one or the other.

21 MR. LIBERT: I can clarify it for
22 you, Legislator. No assumption need be
23 made. I conferred with a colleague. The
24 Board was aware. As Robert said, that's
25 not a direct part of their scoring. But

1
2 you need not make any assumptions. The
3 Board was aware of this and is my
4 understanding that they were made aware
5 by Mr. Leventhal during the selection
6 process.

7 LEGISLATOR ABRAHAMS: Okay. Fair
8 enough. That's all we needed to hear.
9 Thank you.

10 MR. LIBERT: Understood. I was a
11 little caught off guard, and I'm happy to
12 put that on the record.

13 LEGISLATOR ABRAHAMS: Quite all
14 right.

15 CHAIRWOMAN FORD: Thank you very
16 much. I'm new to this Rules business. So
17 Mr. Leventhal and his firm have been
18 doing business with the County since
19 basically, I guess, the Mangano
20 Administration, through the Curran
21 Administration, as well as now with the
22 Blakeman Administration, correct?

23 MR. LIBERT: Correct.

24 CHAIRWOMAN FORD: Okay. So with the
25 sanction, it was known, I guess, in 2019

1
2 or 2020 that he, although he obviously
3 did not disclose it, it was found out. So
4 we were all aware of the fact that he was
5 sanctioned to a certain degree by Judge
6 McCormick, correct?

7 MR. LIBERT: Certainly the Board was
8 aware in making its determination.

9 CHAIRWOMAN FORD: Okay. And the
10 Ethics Board is fully aware that this
11 item is before the Rules Committee right
12 now to vote on this contract?

13 MR. LIBERT: Correct. That is more
14 than correct. They are well aware.

15 CHAIRWOMAN FORD: And has any of
16 them contacted your office to ask us not
17 to vote on this?

18 MR. LIBERT: No. To the contrary,
19 the Board has an interest in seeing this
20 being approved.

21 CHAIRWOMAN FORD: Okay. Thank you.

22 LEGISLATOR ABRAHAMS: A point of
23 clarity, Brian. I misspoke. Actually, the
24 contract wasn't reaffirmed in 2019.
25 Actually, the contract expired in 2019,

1
2 and Mr. Leventhal chose to keep working
3 even though he could have been stopped
4 being paid at any given time. So I
5 apologize. I misspoke on that. As far as
6 I can tell from our records, the contract
7 was approved in 2017. He was not approved
8 in 2019. And then he just chose to keep
9 working, which I'm assuming he was
10 continued to be paid because the Board of
11 Ethics was was happy with his services.
12 So from that standpoint, we were made
13 aware and that's why the contract was
14 not, I understand, that's why probably
15 the contract was not brought to the
16 Legislature. Because we were made aware
17 after the fact that he didn't disclose
18 that sanction on the PQ and then he just
19 he just kept working with the Board of
20 Ethics.

21 But I just want to summarize by
22 saying this. I mean, obviously, you know,
23 when you have the level of concern and
24 the issues that the Board of Ethics deals
25 with, you would kind of think that

1
2 someone, if they were sanctioned two
3 years prior, would think that was
4 important enough to indicate on their PQ.
5 Maybe he forgot, maybe he chose not to.
6 Who knows? But I would like to think that
7 that person, that counsel to the Board of
8 Ethics, the ethical counsel, would be a
9 beyond reproach. And without having the
10 Board of Ethics here to talk to them and
11 discuss with them and question them back
12 and forth. We're going to vote against
13 this particular item.

14 MR. LIBERT: Understood.

15 CHAIRWOMAN FORD: Anyone?

16 (Whereupon, no verbal
17 response.)

18 CHAIRWOMAN FORD: No. Okay. All
19 right.

20 No we'll go on to 29, Conway,
21 Farrell, and so forth.

22 MR. LIBERT: This is a contract with
23 Conway Farrell for what we're sort of
24 referring to as the Armor cases. Conway
25 Farrell was previously procured about

1
2 three years ago to assist the County with
3 insurance issues related to the Armor
4 Medical Corporation. These cases are all
5 related to that and some financial issues
6 related to that corporation.

7 CHAIRWOMAN FORD: Is this a new
8 contract or is this a continuation?

9 MR. LIBERT: It's an existing
10 contract, but there's a number of cases
11 being added to it. It's being increased
12 significantly.

13 CHAIRWOMAN FORD: And they're just
14 dealing just with Armor, who provided the
15 health care to the jail?

16 MR. LIBERT: Correct.

17 CHAIRWOMAN FORD: Okay. How many
18 more? A lot of cases are coming before?

19 MR. LIBERT: The issue is that they
20 have filed motions to have their counsel
21 relieved. So that has caused an insurance
22 issue and the County needs insurance
23 counsel. So that's on all of those cases.
24 Any case where they are our co-defendant,
25 more or less.

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CHAIRWOMAN FORD: That Armor was a co-defendant.

MR. LIBERT: Correct.

CHAIRWOMAN FORD: So then they're looking to relieve themselves from that and just have us then handle the cases using this firm, Conway, Farrell, Curtis and Kelly, correct?

MR. LIBERT: They are trying to help us with those issues, Correct?

CHAIRWOMAN FORD: Anyone else? Legislator Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Chairwoman Ford.

I just want to make sure this is reconciled. Armor Correctional Health Incorporated -- this is a this is a contract with the County Attorney's Office and Conway, Farrell, Curtin and Kelly to represent the issues that were developed under Armor. Am I understanding this correctly? Why wouldn't Armor have their own counsel to represent themselves in these cases?

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2 MR. LIBERT: That's exactly what
3 Conway Farrell is arguing on our behalf.
4 Armor is trying to argue something
5 slightly different, but I agree with your
6 articulation of it. That's exactly the
7 point. Yes.

8 LEGISLATOR ABRAHAMS: So this is a
9 case against Armor?

10 MR. LIBERT: As you know, it gets a
11 little more complicated than that when
12 you start to talk about who's going
13 against who and there are so many
14 parties. The County is adverse to Armor,
15 just to use the most legal terminology.
16 That's the best way I would put it. The
17 County is now adverse to Armor, which
18 often happens amongst co-defendants, but
19 it's not an affirmative case against
20 Armor, at least to my understanding, at
21 this moment. No.

22 LEGISLATOR ABRAHAMS: So is this
23 case being brought to us because there
24 are lawsuits being brought against Armor?
25 Has the County chosen to indemnify Armor

1
2 for some reason, I'm just trying to make
3 sure I reconcile this properly.

4 MR. LIBERT: No. Armor is supposed
5 to be indemnifying the County. That's
6 precisely what this is about.

7 LEGISLATOR ABRAHAMS: That's what I
8 meant. I'm sorry.

9 So Armor is indemnifying the County,
10 but that's not happening because we have
11 counsel now to represent us in a
12 healthcare case against Armor. Maybe I'm
13 not reconciling it properly. Maybe you
14 need to help me out here.

15 MR. LIBERT: The issue is that Armor
16 is now insolvent and, therefore,
17 basically, trying to disclaim the County.
18 But we are fighting vigorously that they
19 do not do that. And that is what this
20 defense is about, at least in primary.

21 LEGISLATOR ABRAHAMS: So the County
22 has to spend upwards of \$1 million to,
23 one, litigate against Armor when they
24 should have indemnified us in cases as it
25 pertains to healthcare services at the

1
2 jail. But now, because Armor is
3 insolvent, we have to kind of pick up the
4 pieces and kind of trudge ahead.

5 MR. LIBERT: No. There's two pieces
6 to it. There is the defense and indemnity
7 issues and then also the underlying
8 litigations, which are complicated by the
9 defense and indemnity issues. So the
10 underlying litigations were going on
11 anyway, and Conway Farrell is assisting
12 with those issues as well. But again,
13 they are complicated by the defense and
14 indemnity issues.

15 LEGISLATOR ABRAHAMS: I think I
16 understand what you're saying. And
17 obviously there seems like there's two
18 parallel tracks. It sounds like there's a
19 track that we have to have Conway
20 represent us in regards to the
21 indemnification issues. But then there's
22 also issues that there's cases that are
23 coming up that was under the tenure of
24 Armor as well.

25 MR. LIBERT: Pardon me. Correct.

1
2 It's all, it's all of the cases, but
3 those issues that you described in your
4 point one come up in each one of those
5 cases. That's why it's so significant,
6 just for the reason you just described.

7 LEGISLATOR ABRAHAMS: I understand
8 where you are and I understand why the
9 need to bring in Conway. My only concern
10 is that in more recent history there have
11 been several deaths at the jail. And I'm
12 concerned because the management at the
13 jail is the same management that actually
14 put in this particular contract, or
15 recommended this contract, I should say.
16 I don't know if you can answer that.
17 Someone from administration probably has
18 to answer that.

19 MR. LIBERT: Yeah. I'm here about
20 that contract, and I waded into dangerous
21 waters at least once already today, but
22 that would be way too dangerous for me, I
23 think.

24 LEGISLATOR ABRAHAMS: I think we
25 would want to hear a little bit more from

1
2 the Administration as it pertains to this
3 particular contract and how it impacts
4 what's going on at the jail now.

5 Obviously, as I said before, there's been
6 two recent deaths. I don't want to speak
7 on the record in regards to what the
8 cause of those deaths were. But what's
9 more troubling is that the same, well,
10 part of the same Administration that's at
11 the jail was the same Administration that
12 recommended, if I remember correctly,
13 Armor Correctional Health incorporates
14 us. So I'm a little bit concerned that
15 this particular contract for Conway in
16 regards to their interpretation these
17 indemnification issues is being birthed
18 from the same particular operation that
19 basically put us in a position with Armor
20 to start. It's like they're trying to,
21 lack of a better word, clean up their
22 mess per se. That's my words. That's not
23 yours. Of course. They're trying to clean
24 up their mess, per se. When I don't know
25 if we should be looking at it through the

1
2 same lens of anyone that was associated
3 with recommending Armor to us.

4 MR. LIBERT: I would just say, to
5 answer your first question, this
6 representation has nothing to do with
7 anything that's going on whatsoever with
8 with present day. These are all dealing
9 with -- whether they're legal issues or
10 issues of at the jail, they're not
11 relative to anything that's going on
12 currently. I understand your point. And
13 like I said, I won't go there for myself.
14 But this particular item is so that the
15 law firm can assist the County Attorney's
16 Office in making sure the County is
17 properly defended from this large scale
18 of cases that sort of exist. But it has
19 nothing to do with any current business
20 of the jail.

21 LEGISLATOR ABRAHAMS: Well, we don't
22 know that.

23 MR. LIBERT: Well, I mean, I can
24 speak to the cases that are being
25 presented under this list, and I know

1
2 that Armor has nothing to do with that. I
3 understand your point about the selection
4 of Armor and those other items that I
5 myself wouldn't speak to, but if the
6 simple question is does this assignment
7 have to do with current day? The answer
8 would be no.

9 LEGISLATOR ABRAHAMS: No, I don't
10 think that's the case. I agree with you
11 on that. My point is that, I mean let's
12 call it for what it is, Mr. Sposato was
13 one of the folks when he was the head of
14 the jail that recommended Armor to this
15 Legislative Body. I mean, I don't I don't
16 expect you to answer that. You may know
17 or you may not know. But then at the same
18 time, I'm looking at current day and Mr.
19 Sposato is actually a part of the team
20 that's ahead of the jail. And there's
21 also been two deaths at the jail more
22 recently. No coincidence. Some of the
23 cases that are being brought to us in
24 this litigation that Conway Farrell and
25 Curtin has to represent us on, just

1
2 happens to also be deaths at the jail.

3 So from that standpoint, I would
4 feel a little bit concerned about Mr.
5 Sposato being a part or anything at the
6 jail, considering what we have now and
7 what we know now in recent day. Not only
8 did he couple us with this Armor
9 Correctional Health, Inc. and now we got
10 to spend \$1 million just in Conway to
11 represent the County. We may spend a lot
12 more based on these cases under Armor's
13 healthcare. And then, oh, by the way,
14 he's now head of the jail now, currently,
15 where it is, unfortunately two tragic
16 deaths of inmates.

17 CHAIRWOMAN FORD: Legislator
18 Abrahams, I understand that. Listen, I
19 was not in favor of the Armor contract
20 even when it was first proposed so many
21 years ago. But I think today what we're
22 talking about is this contract for
23 Conway, Farrell, Curtin and Kelly to
24 represent us in regard to Armor so that
25 if they're not successful, we might have

1
2 to respond to all the litigation that has
3 been brought against Armor, but it's not
4 against the person who ran the jail.
5 They're not representing us in regard to
6 the two recent deaths at the jail,
7 correct? This is just strictly for Armor
8 from years ago, correct?

9 MR. LIBERT: 100%, Legislator. I
10 would just say to Legislator Abrahams, in
11 this regard, please don't shoot the
12 messenger. I'm just carrying the County
13 Attorney contract in that regard. I
14 understand your point.

15 LEGISLATOR ABRAHAMS: Absolutely.
16 Please do not interpret what I'm asking
17 you as any type of shots over the barrel
18 at you or anything personal with you. I
19 have nothing but great respect for you
20 the way you handled yourself, obviously,
21 in our Executive Sessions and here at the
22 podium, top notch. That's not my issue.

23 MR. LIBERT: Thank you.

24 LEGISLATOR ABRAHAMS: You're
25 welcome.

1
2 But in regards to your point,
3 Chairwoman Ford, I do disagree with some
4 components because Mr. Libert did
5 indicate earlier the representation of
6 Conway is not just for the
7 indemnification issues, in the event that
8 we are not successful, it's also tied to
9 potential litigation against the County
10 that was provided -- healthcare that was
11 provided by Armor.

12 CHAIRWOMAN FORD: By Armor. But
13 Armor does not provide healthcare now
14 with the jail.

15 LEGISLATOR ABRAHAMS: No. I never
16 said that.

17 MR. LIBERT: To the point that
18 Legislator Ford is making, I think that
19 the concern I would have is we have
20 already began sort of onboarding Conway
21 Farrell, of course, at their own peril.
22 As always, everybody understands their
23 assignment is subject to your approval.
24 But it would put the County at a
25 significant disadvantage, at least if

1
2 counsel were not approved there, are a
3 number of cases and the County would then
4 be sort of holding the whole bag of them,
5 which could be problematic. And the real
6 issue is that we don't want to let Armor
7 get out of their responsibilities rather
8 than sort of looking prospectively, at
9 least for now. That's what this contract
10 is about. Again, understanding the point
11 you've made, to the point that the
12 legislators made, we really need this
13 contract to protect the County's current
14 legal interests, not relative to the
15 current issues at the jail.

16 LEGISLATOR ABRAHAMS: No, I get
17 that. I guess my point that I was making
18 was that Mr. Sposato is the common
19 denominator in both of these cases. He
20 recommended Armor to the County, and he's
21 also now part of the Administration that
22 leads the jail. That's the connection I
23 was making.

24 But I think what would be more
25 prudent is we probably need to conduct

1
2 some type of Legislative Hearing so that
3 we can hear a little bit more information
4 in regards to the current conditions at
5 the jail so we can have more information
6 to make sound information in regards to
7 the healthcare that's being provided. And
8 that's not a question to you, Mr. Libert.
9 That's more of a statement to this
10 Legislative Body that we should probably
11 end up doing.

12 But from our standpoint, the common
13 denominator is Mr. Sposato. And we would
14 want to hear more before we approve this
15 contract. We would want to hear more,
16 whether it's in a hearing format or him
17 at the podium, we would want to hear more
18 from in terms of these recent deaths,
19 because are these recent deaths going to
20 be an issue for us down the road? And I
21 know that's not before us today. The only
22 common denominator that I have to come
23 with is that Mr. Sposato recommended
24 what's before us today, which is Armor
25 Healthcare, and he's still in charge of

1
2 the jail.

3 So, that's the parallel that I'm
4 making. We need to do some more research.
5 But I understand the issue in regards to
6 being behind the ball. I would
7 respectfully ask that we table this
8 matter so that we can hear a little bit
9 more in regards -- I already know it's
10 going, so you don't have to tell me. I
11 have to ask for the record. I
12 respectfully ask that we table this
13 matter until we can hear a little bit
14 more from the Administration at the jail
15 and then be able to consider this
16 contract at a later time. If not, then
17 obviously we're going to recommend my
18 side to vote no.

19 CHAIRWOMAN FORD: Thank you very
20 much. You know, we are not going to we're
21 not going to look to table this contract.
22 But I understand your concern. And I
23 believe that we need to try to keep
24 having them defend us against what Armor
25 had done while they were overseeing the

1
2 healthcare at the jail.

3 And just to let you know, on a
4 separate note, we are going to continue
5 meeting with the sheriff and everyone
6 else at the jail. We're not going to let
7 down our guard in regard to trying to
8 look at every issue at that jail. We made
9 a commitment that we were going to stay
10 on top of the issues. And we're dealing
11 with them one by one.

12 And yes, if healthcare is the next
13 topic that we need to look at, most
14 assuredly, we will be reaching out to the
15 Administration and setting up something
16 so we can discuss it. Because we are
17 concerned about the two deaths that have
18 occurred at the jail. But that is
19 something that we need to address. But we
20 also now need to put this contract in
21 play so that hopefully we can put that
22 episode behind us once and for all.

23 All right. I think we're up to the
24 last one; E-34, John Donnelly.

25 MR. LIBERT: This is a contract with

1
2 John Donnelly for his work on the
3 Indemnification Board. Let me just pull
4 up my iPad again (perusing).

5 This was made pursuant to an RFP.
6 Ultimately, this is now basically a
7 closeout contract for work that he has
8 already completed because there was an
9 insurance issue in his current
10 procurement. So this work is complete.
11 And it's what I sort of refer to as a
12 closeout contract. In other words, the
13 work is complete and we're not extending
14 with Mr. Donnelly at this time.

15 CHAIRWOMAN FORD: This is to finish
16 it up.

17 MR. LIBERT: Correct.

18 CHAIRWOMAN FORD: I sometimes hear
19 the Presiding Officer say, why are we
20 getting these things after the fact? I
21 don't know if this is one of them or it's
22 just something that we just needed to
23 finish up and wait for his work to be
24 done.

25 MR. LIBERT: This is a little bit

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2 different. There was an RFP performed and
3 there were some administrative hurdles
4 relative to that RFP. Ultimately, as a
5 result of those administrative hurdles,
6 the contract was not completed, but there
7 was some work done before and we do owe
8 Mr. Donnelly for the work that was
9 completed. It was a multi year contract
10 initially. So it's just it went over its
11 initial sort of encumbrance.

12 CHAIRWOMAN FORD: Okay. I'm fine
13 with that. Anyone else?

14 (Whereupon, no verbal
15 response.)

16 CHAIRWOMAN FORD: All right. Thank
17 you very much.

18 MR. LIBERT: Thank you.

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CHAIRWOMAN FORD: All right. Thank
you very much.

So for A-7-23 Ocean Marine
Industries. All those in favor of passing
the contract say, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: Contract passes
unanimously.

E-30-23, Safe Center Long Island.
All those in favor of passing this say,
"Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: Okay. E-31-23
Gartner, Inc., all those in favor?

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: We had tabled E-
32-23 already.

Now, E-33-23 Trueview BSI, LLC. All
those in favor?

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

(Whereupon, off the record
discussion.)

CHAIRWOMAN FORD: All right. E-33-23
passes 4 to 3.

I have to just jump back to E-1-23
Calabrese and Associates CPAs, all those
in favor?

(Whereupon, off the record

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discussion.)

CHAIRWOMAN FORD: I'm just going to go back. We're going to go back to U-1-23 that is Calabrese and Associates. All those in favor of passing the contract say, "Aye".

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

CHAIRWOMAN FORD: Then I'm going to revisit E-33-23. That's Trueview BSI, LLC. All those in favor?

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

CHAIRWOMAN FORD: Okay, that's unanimous. Thank you.

Then E-35-23 Laboratory Corporation of America Holdings. I'm going to ask for vote to table this contract. All those in favor of tabling it, please signify by saying, "Aye".

(Whereupon, all members of the Rules Committee respond in

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favor with, "Aye".)

CHAIRWOMAN FORD: Okay. Thank you.
It's tabled.

All right. E-25-23. Montfort, Healy,
McGuire and Salley. All those in favor of
passing the contract say, "Aye".

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

CHAIRWOMAN FORD: Okay. E-26-23 and
E-27-23. It's the Law office of Vincent
D. McNamara. All those in favor of
passing these two contracts say, "Aye".

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

CHAIRWOMAN FORD: Okay. E-28-22
Leventhal Mullaney & Blinkoff all this --

(Whereupon, off the record
discussion.)

CHAIRWOMAN FORD: Okay, misprint.
It's E-28-23 Leventhal Mullaney &
Blinkoff. All those in favor signify by
saying, "Aye".

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LEGISLATOR WALKER: Aye.

CHAIRWOMAN FORD: Aye.

LEGISLATOR SCHAEFER: Aye.

LEGISLATOR GIUFFRE: Aye.

CHAIRWOMAN FORD: Who's nay?

LEGISLATOR ABRAHAMS: Nay.

LEGISLATOR BYNOE: Nay.

LEGISLATOR DERIGGI-WHITTON: Nay.

CHAIRWOMAN FORD: Okay. Item
passes, 4 to 3.

E-29-23, Conway, Farrell, Curtin and
Kelly. All those in favor signify by
saying, "Aye".

LEGISLATOR WALKER: Aye.

CHAIRWOMAN FORD: Aye.

LEGISLATOR SCHAEFER: Aye.

LEGISLATOR GIUFFRE: Aye.

CHAIRWOMAN FORD: Those opposed?

LEGISLATOR ABRAHAMS: Nay.

LEGISLATOR BYNOE: Nay.

LEGISLATOR DERIGGI-WHITTON: Nay.

CHAIRWOMAN FORD: Okay. Item
passes, 4 to 3.

And then the last one is E-34-23 for

John Donnelly. All those in favor, please
signify by saying, "Aye".

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

CHAIRWOMAN FORD: Okay. Passes
unanimously.

We are placing Rules in recess.

(Whereupon, Rules in recess, 3:13
p.m.-5:56 p.m.)

CHAIRWOMAN FORD: We're going to resume Rules Committee.

The first item that I'm going to call is 116-23, a resolution authorizing the County Executive to execute an inter-municipal agreement with the City of Glen Cove in relation to refund and reconciliation.

LEGISLATOR WALKER: So moved.

CHAIRWOMAN FORD: Moved by Legislator Walker, seconded by Legislator Schaefer.

Good afternoon.

MR. CASOLARO: Good afternoon, members of this Body. This is Charlie Casolaro, Chief Counsel to the Comptroller. You have before you a refund and reconciliation agreement between the County of Nassau and the City of Glen Cove and the City of Glen Cove School District.

From the period of 2010 to 2021, Glen Cove and its Glen Cove School District over allocated and overpaid the

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2 County of Nassau \$1,583,000, actually a
3 little bit more. But we reconcile it to
4 be \$1,583,000.

5 At the request of the Comptroller
6 and of the County Executive at the behest
7 of the Mayor of the City of Glen Cove, we
8 had Office of OMB examine this these
9 PILOT agreements. We all concur that
10 there was an overpayment. So we entered
11 into this agreement and I ask for its
12 approval.

13 CHAIRWOMAN FORD: And how did how
14 did it go on for ten years? That's what I
15 --

16 MR. CASOLARO: I don't know,
17 Legislator Ford. I don't know. I inquired
18 about that myself and I don't know.

19 What happened was -- I'll give you
20 the short version of it. In June of 2022,
21 last year, we got a call from the
22 Comptroller of the City of Glen Cove
23 asking the Comptroller, myself, Deputy
24 Comptroller, Beaumont Jefferson, be open
25 to a meeting. We were. Apparently, State

1
2 Comptroller DiNapoli had audited the
3 IDA's and it came back that there was an
4 overpayment and an over allocation to the
5 County from the City of Glen Cove and the
6 City of Glen Cove School District. The
7 Mayor asked that the County examine this
8 forensically. We did. The Office of OMB,
9 the Department of Assessment, the
10 Comptroller's office, we all looked at it
11 and we all came to the unanimous
12 conclusion that there was an overpayment.
13 We differed a couple of bucks here and
14 there, but we all agree that there was an
15 overpayment and this is the amount of
16 money that we agreed on. I don't know the
17 origin of it. I asked the Comptroller of
18 the City of Glen Cove. He didn't really
19 know.

20 CHAIRWOMAN FORD: Well, all I can
21 say is I think the City of Glen Cove owes
22 Comptroller Tom DiNapoli a big basket of
23 goodies and whatever.

24 MR. CASOLARO: I would add also my
25 boss, Comptroller Phillips, because with

her urging that we really pushed this.

CHAIRWOMAN FORD: Exactly.

MR. CASOLARO: And it was a pleasure to draft this agreement because the taxpayers of Glen Cove and the school district, residents of Glen Cove are going to benefit.

CHAIRWOMAN FORD: Right. They got money back and they're saving money. So you make sure you tell Tom and Elaine, thank you to both of them.

LEGISLATOR DERIGGI-WHITTON: Thank you for doing that, because I know that's been part of the budget already. So I think if this didn't pass now, Glen Cove would be in trouble. So I appreciate your support with this.

CHAIRWOMAN FORD: Thank you very much.

MR. CASOLARO: You're welcome. Thank you.

CHAIRWOMAN FORD: All those in favor of passing item -- Oh, go ahead. I'm sorry.

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LEGISLATOR SCHAEFER: I just have one quick question. Are we sure that the amounts now are accurate? Going forward?

MR. CASOLARO: Yes. Going forward -- we did a reconciliation and essentially started at zero. So going forward, whatever's allocated will be proper. Yes.

LEGISLATOR SCHAEFER: Thank you.

MR. CASOLARO: You're welcome.

CHAIRWOMAN FORD: Thank you very much.

All those in favor of passing Item 116-23, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

All right. Thank you.

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CHAIRWOMAN FORD: Okay. Oh, we have
to do a motion to suspend the Rules.

LEGISLATOR WALKER: So moved.

CHAIRWOMAN FORD: So moved by
Legislator Walker, seconded by Legislator
Schaefer. All those in favor of
suspending the Rules?

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

CHAIRWOMAN FORD: Okay. Thank you.

I'm going to go with item 114-23;
115-23; 118-19; 119-20; 120-23; 121-23;
125-23; 126-23; 127-23; 134-23; 136-23;
137-23; 138-23; 140-23; 141-23; 144-23;
and 145-23.

Motion by Legislator Schaefer
seconded by Legislator Bynoe.

All those in favor of passing these
Items, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: These items pass
unanimously.

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2 CHAIRWOMAN FORD: Thank you,
3 everybody, for bearing with me.

4 I'm going to call Item 111-23. It's
5 a resolution reappointing Michele M.
6 Darcy to the Sewer & Storm Water Finance
7 Authority on the recommendation of the
8 Minority Leader, Kevin Abrahams, pursuant
9 to Section 1232-C of the Public
10 Authorities law. Do I have a motion?

11 LEGISLATOR WALKER: So moved.

12 CHAIRWOMAN FORD: Legislator Walker,
13 seconded by Legislator DeRiggi-Whitton.
14 All those in favor of passing Item and
15 putting Michele Darcy back on the Storm
16 Water Authority, please signify by
17 saying, "Aye".

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

21 CHAIRWOMAN FORD: Any opposed?

22 (Whereupon, no verbal
23 response.)

24 CHAIRWOMAN FORD: The item passes
25 unanimously.

Item 112-23. It's a resolution appointing Robert Miles to the Sewer & Storm Water Finance Authority at the recommendations of the Minority Leader, Kevin Abrahams. Pursuant to Section 1232-C of the Public Authorities law.

Moved by Legislator DeRiggi-Whitton, seconded by Legislator Bynoe. All those in favor of passing this Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

Thank you both for wanting to serve.

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2 CHAIRWOMAN FORD: Okay. Item 113-
3 23, a resolution authorizing the County
4 Executive to execute an inter-municipal
5 agreement with the City of Long Beach in
6 relation to the assignment of certain
7 County employees' residential and
8 commercial assessment challenges to the
9 City of Long Beach to review and provide
10 recommendations to Assessment Review
11 Commission and/or Department of
12 Assessment, represent the County at SCAR
13 proceedings and/or court proceedings.

14 Moved by Legislator Giuffre,
15 seconded by Legislator Schaefer.

16 All those in favor of passing this
17 Item, please signify by saying, "Aye".

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

21 CHAIRWOMAN FORD: Any opposed?

22 (Whereupon, no verbal
23 response.)

24 CHAIRWOMAN FORD: The item passes
25 unanimously.

Item 117-23, A resolution to
authorizing the County Executive to
execute an amendment to inter-municipal
agreement with the Nassau County Soil and
Water Conservation District in relation
to providing countywide conservation
services.

Moved by Legislator Walker, seconded
by Legislator Giuffre.

All those in favor of passing this
Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: The item passes.

CHAIRWOMAN FORD: Now we'll go into the addendum.

Item 128-23, a resolution authorizing the County Executive to execute an inter-municipal agreement with the Franklin Square and Munson Fire District in relation to a project to provide funding for the purchase and procurement of a training facility, as well as the installation of the facility and related items.

Moved by Legislator Giuffre, seconded by Legislator Walker.

All those in favor of passing this Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

CHAIRWOMAN FORD: Item 129-23, A resolution authorizing the County Executive to execute an inter-municipal agreement with the Plainview Volunteer Fire Department in relation to a project to provide funding for the purchase of new automated external defibrillators.

Moved by Legislator DeRiggi-Whitton, seconded by Legislator Walker.

All those in favor of passing, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

CHAIRWOMAN FORD: Item 130-23, a resolution authorizing the County Executive to execute an inter-municipal agreement with the Incorporated Village of Valley Stream in relation to a project to provide funding for the purchase and procurement of chest compression devices and related items for the Village of Valley Stream Fire Department.

Moved by Legislator Giuffre, seconded by Legislator Schaefer.

All those in favor of passing Item 116-23, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

CHAIRWOMAN FORD: Item 131-23, A
resolution authorizing the County
Executive to execute an inter-municipal
agreement with the Incorporated Village
of Valley Stream in relation to a project
to provide funding for the environmental
remediation of Mill Pond and to purchase
related items.

Moved by Legislator Giuffre,
seconded by Legislator Schaefer.

All those in favor of passing this
Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: The item passes
unanimously.

CHAIRWOMAN FORD: Item 132-23, a resolution to accept a gift from the Nassau County Police Department Foundation to the Nassau County Police Department for the original NCPD Bell 47, Helicopter.

Moved by Legislator DeRiggi-Whitton, seconded by Legislator Bynoe.

All those in favor of passing this Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: The item passes unanimously.

CHAIRWOMAN FORD: Item 133-23, a resolution to accept a gift from the Nassau County Police Department Foundation to the Nassau County Police Department for the installation of turf at the Nassau County Police Department Memorial Park.

LEGISLATOR WALKER: So moved.

CHAIRWOMAN FORD: Moved by Legislator Walker, seconded by Legislator Schaefer.

All those in favor of passing this Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: Item 135-23, a resolution authorizing The County Executive to to execute an inter-municipal agreement with the Incorporated Village of Lake Success in relation to a project to provide funding for the purchase of materials and to build a salt storage shed.

Moved by Legislator Bynoe, seconded by Legislator DeRiggi-Whitton.

All those in favor of passing this Item, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: The item passes unanimously.

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2 CHAIRWOMAN FORD: Item 139-23, a
3 resolution authorizing the County
4 Executive to execute an inter-municipal
5 agreement with the Town of Hempstead in
6 relation to services relative to the
7 adjudication of Town of Hempstead School
8 Bus Stop Arm Safety program.

9 Moved by Legislator Bynoe, seconded
10 by Legislator Walker.

11 Do we have any questions on this,
12 the school bus camera program?

13 LEGISLATOR BYNOE: Who could speak
14 to that item?

15 EXECUTIVE DIRECTOR MELI: Paul Meli,
16 I'm the Executive Director of the Traffic
17 and Parking Violations Agency.

18 This is an inter-municipal agreement
19 between the County of Nassau and the Town
20 of Hempstead relative to the providing of
21 adjudication services relative to the
22 School Bus Stop Arm Program of the Town
23 of Hempstead.

24 The Town, pursuant to 1174-a of the
25 Vehicle and Traffic Law by local law in

1
2 or about January of '22, passed a
3 demonstration program under which the
4 owners of vehicles would have imposed
5 upon them civil liability for the
6 operation of their vehicle in violation
7 of 1174-a of the Vehicle and Traffic Law
8 by meeting or overtaking a school bus
9 when its flashing lights were operating.

10 Under that same legislation, TPVA
11 was obligated to adjudicate liability
12 where it was contested. This is our
13 agreement with the Town to provide that
14 adjudication and some additional
15 services; in particular, our lawyers
16 would prosecute the claims before our
17 judges. The terms would be \$18 per ticket
18 issued and \$18 for each adjudication.
19 Adjudication being defined as every case
20 placed upon TPVA's calendar. Those fees
21 are paid whether or not there's liability
22 or whether or not the Town gets paid.

23 LEGISLATOR BYNOE: Mr. Meli, I don't
24 know if you remember, but this Body had
25 approved legislation that would have

1
2 allowed us to enforce that violation of
3 the law when they circumvent it.

4 EXECUTIVE DIRECTOR MELI: I don't
5 remember.

6 EXECUTIVE DIRECTOR MELI: You don't
7 remember?

8 EXECUTIVE DIRECTOR MELI: I was on
9 the bench at the time. I wasn't employed
10 by the County, but I certainly did find
11 out about it when I arrived as the
12 Executive Director. Upon inquiry, we
13 had, I think, two school districts signed
14 up under the program at that time. We
15 made further efforts to see if anybody
16 else was interested, but it appears that
17 another vendor had come in and spoken to
18 several of the towns by that point, as
19 well as the City of Glen Cove, and they
20 opted to go with the Town program. The
21 1174-a of the Vehicle and Traffic Law
22 says that any city, village, town or
23 county can have a demonstration program.

24 LEGISLATOR BYNOE: Okay, so that's
25 fine and good. When they drafted their

1
2 legislation -- do you know when they
3 drafted that, by the way?

4 EXECUTIVE DIRECTOR MELI: I believe
5 it was in or about January of 2022.

6 LEGISLATOR BYNOE: So did they speak
7 to either the prior administration or
8 this current administration when they
9 drafted that law?

10 EXECUTIVE DIRECTOR MELI: Well, they
11 didn't speak to me. I have no idea who
12 else they may have spoken to.

13 LEGISLATOR BYNOE: Can someone from
14 the administration maybe answer that
15 question? Because I'm wondering how they
16 could pass a law that would require
17 Nassau County to adjudicate the
18 violations if they hadn't, in fact,
19 spoken to Nassau County.

20 LEGISLATOR BYNOE: Perhaps you
21 misunderstood. In the first instance, it
22 was a State Legislature who determined
23 that we would adjudicate.

24 LEGISLATOR BYNOE: I did
25 misunderstand.

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EXECUTIVE DIRECTOR MELI: Then the local law simply repeated that.

LEGISLATOR BYNOE: Okay.

So even in State's law and then the Town then restating it, did they contact us in January? That's where I'm getting.

EXECUTIVE DIRECTOR MELI: Again, I wasn't contacted. I became aware of it. I think I became aware of it through the County's vendor, the vendor that the County had chosen to run the program, which is a different vendor than the one that Town is using.

LEGISLATOR BYNOE: So, you know, just in order, to me, in doing things in decency and in order, if they were going to run a program, they should have come to us and we should have set this process up much earlier. Do you know how many schools are currently signed up?

LEGISLATOR BYNOE: I think the majority of them in Hempstead.

LEGISLATOR BYNOE: In the Town of Hempstead.

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EXECUTIVE DIRECTOR MELI: Yeah.

LEGISLATOR BYNOE: Are they
outfitted?

EXECUTIVE DIRECTOR MELI: I believe
so. They've been issuing tickets.

LEGISLATOR BYNOE: Okay. And do you
know how many pending adjudication cases
are --

EXECUTIVE DIRECTOR MELI: There's
about 1500 at the present time.

LEGISLATOR BYNOE: 1500? How many
are they -- do you know how many they're
doing on a monthly basis?

EXECUTIVE DIRECTOR MELI: Well,
that's going to be up to us to determine.
What the agreement provides is that we'll
determine when and how many cases will go
on our calendar. And the Town will be the
one who notices which places those cases
on the calendar. They'll be the ones that
send out the notices. They'll be the ones
that send out every piece of
correspondence or notice that goes to the
to the motorist or the vehicle owner.

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2 We are starting slowly because we
3 don't know how long these adjudications
4 are going to take. I did go out to
5 Suffolk and watch a few of their
6 adjudications. They do theirs virtually.
7 We've given ourselves the right to do
8 these virtually as well, if we find that
9 we can do it faster and just as
10 effectively and fairly that way. But
11 right now, given the fact that it's new
12 to TPVA, to our attorneys, and to our
13 judges, and to our clerks, we're going to
14 start slowly and we will increase the
15 volume as we feel comfortable, rather
16 than keep people hanging around in court
17 all day.

18 LEGISLATOR BYNOE: Okay. And so
19 this is your plan for getting through the
20 backlog and I guess then maintaining some
21 level of calendar?

22 EXECUTIVE DIRECTOR MELI: We hope to
23 start April 26th on our first night
24 session and then to continue every
25 Thursday after that and every night

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2 session, which are the second and fourth
3 Wednesdays of each month.

4 LEGISLATOR BYNOE: And so when you
5 went on your fact-finding mission to
6 Suffolk County, how much time did you
7 determine these cases were taking?

8 EXECUTIVE DIRECTOR MELI: We
9 determined to take about ten minutes
10 each, again, with judges who had done
11 them before and lawyers who had done them
12 before as well. And it was virtual. So we
13 did notice that when a virtual hearing is
14 over, the clerk says, thank you, have a
15 good day and simply presses the button.
16 It's not always that easy to get a live
17 litigant out of a courtroom.

18 LEGISLATOR BYNOE: Right. Do you
19 know how much the fee is that the Town of
20 Hempstead is charging?

21 EXECUTIVE DIRECTOR MELI: The fine
22 is \$250.

23 LEGISLATOR BYNOE: \$250?

24 EXECUTIVE DIRECTOR MELI: Yes. And
25 they're dividing that with the vendor.

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2 LEGISLATOR BYNOE: What's the share
3 between the vendor?

4 EXECUTIVE DIRECTOR MELI: I believe
5 it's 45% to the vendor and 55% to the
6 Town.

7 LEGISLATOR BYNOE: And so we've
8 determined that this ten minutes that we
9 will invest in this process, the role
10 that we play is only worth \$36?

11 EXECUTIVE DIRECTOR MELI: Well,
12 there's a lot of -- if we didn't come to
13 this agreement, we would be obligated to
14 adjudicate these cases anyway and we
15 would have to calendar, send out all the
16 notices. We would have to use our own
17 software. We'd have to accept payments.
18 We're not doing any of that under this
19 program. The Town is providing all of
20 that.

21 Answer to your question is, yes. But
22 is it a guess? Yes. Is it a good guess? I
23 believe so. But time will tell. I
24 certainly don't see that we will lose
25 money under the program and will still be

1
2 providing what's required of us under the
3 state law.

4 LEGISLATOR BYNOE: But under the
5 state law, if we -- Yes, sir. You have
6 something to add?

7 EXECUTIVE DIRECTOR MELI: Mr.
8 Montefinise just reminded me, we're
9 getting \$18 on every ticket that's
10 issued.

11 LEGISLATOR BYNOE: I'm aware.

12 EXECUTIVE DIRECTOR MELI: Okay.
13 Whether we adjudicate or not.

14 LEGISLATOR BYNOE: I'm aware. But
15 I'm talking about the adjudication, the
16 ones that we actually have to hear the
17 cases on.

18 EXECUTIVE DIRECTOR MELI: So that
19 would be another \$18.

20 LEGISLATOR BYNOE: That's another 18
21 on top of it. That's how I get to --

22 EXECUTIVE DIRECTOR MELI: And I can
23 tell you our experience with red light
24 cameras is the great majority of people
25 that schedule hearings, if they show up,

1
2 pay it. If not, they pay it before they
3 even get there and never show up. So a
4 lot of people like to have their day in
5 court. And I assume at the beginning of
6 this program, because the fine is higher
7 and it's a relatively different kind of
8 ticket, we're going to see a lot of
9 people contesting them at the beginning.

10 They tell us that the contestation
11 rate is about 6% and that the recidivism
12 rate is about 2%. In other words, once
13 somebody gets a ticket, only 2% of them
14 repeat that violation.

15 LEGISLATOR BYNOE: Okay. And so. I
16 know how many we have in backlog. Can
17 someone give me an estimate on how many
18 tickets the Town of Hempstead is
19 projecting that we might get that we'd be
20 responsible for on a monthly basis?
21 Because Suffolk County's program seems to
22 be pretty robust. I mean, they're earning
23 quite a bit of money in their fees.

24 EXECUTIVE DIRECTOR MELI: Well,
25 that's a Suffolk County program. It's

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2 the same vendor, so I'd have to guess
3 they're getting the same 55% of every
4 \$250 ticket, and their own TPVA is
5 adjudicating those tickets.

6 LEGISLATOR BYNOE: And they're in
7 this seven figure range, which means that
8 there's quite a few cases coming before
9 them. Do we have an estimate? Because now
10 we're going to probably we're going to
11 sit down and negotiate with the other
12 three towns, right? Other two towns,
13 rather.

14 EXECUTIVE DIRECTOR MELI: Well,
15 yeah. And I'm assuming that, in fairness,
16 they're all going to get the same offer.

17 LEGISLATOR BYNOE: I just want to
18 make sure that we're not cutting
19 ourselves short on negotiating a fair and
20 equitable fee.

21 EXECUTIVE DIRECTOR MELI: Well,
22 again, the alternative is if we don't
23 have the agreement, we get nothing.

24 LEGISLATOR BYNOE: But we're not
25 going to negotiate from a place of

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2 weakness. We've got to negotiate from a
3 place of strength. We are the entity that
4 that has the ability to adjudicate these
5 things. So we're not going to walk in
6 there and say, oh, please give us
7 something or anything. We should be
8 walking in negotiating from a place of
9 strength.

10 EXECUTIVE DIRECTOR MELI: If we have
11 strength, yeah.

12 LEGISLATOR BYNOE: We do.

13 EXECUTIVE DIRECTOR MELI: And that's
14 what we tried to create by providing the
15 additional service. The Town is taking
16 over a lot of the functions that we would
17 otherwise have to perform. Otherwise,
18 these tickets would be coming to us. We'd
19 have to input them into the computers.
20 We'd have to send out the notices, we'd
21 have to calendar them, we'd have to have
22 our own software program. We'd have to
23 accept payment of the fine.

24 LEGISLATOR BYNOE: But I don't think
25 this was ever intended for that to be an

1
2 unfunded mandate for the County.

3 EXECUTIVE DIRECTOR MELI: I think
4 the Legislature should have asked us that
5 first. The State legislature, I mean.

6 LEGISLATOR BYNOE: Well, the County
7 Legislature passed it where we were going
8 to get all the fees.

9 EXECUTIVE DIRECTOR MELI: And I
10 can't speak to why that wasn't
11 successful.

12 LEGISLATOR BYNOE: Yeah, that's
13 disappointing.

14 EXECUTIVE DIRECTOR MELI: I would
15 have welcomed the opportunity to do that.

16 LEGISLATOR BYNOE: As one of the one
17 of the lead sponsors on that legislation,
18 I am definitely disappointed. And as a
19 part of this Body who many of us are
20 former school board members and parents
21 and grandparents, we did this for the
22 purpose of safety. It seems as though it
23 did not move forward expeditiously, and
24 now the towns are involved and that's
25 great because at the end of the day, we

1
2 just we want programs that will work and
3 be effective and, like you say, that we
4 won't have a whole bunch of repeat
5 offenders possibly. But at the end of the
6 day, I don't want to see us, you know,
7 lose money on a situation where we could
8 negotiate better terms.

9 EXECUTIVE DIRECTOR MELI: As far as
10 the timeline is concerned, I believe that
11 the County passed its local law in the
12 summer of 2019. They they awarded the
13 contract, and certainly COVID was a
14 factor, I'm sure. They awarded a contract
15 in or about June of 21. And there were
16 some minor modifications to the local law
17 with respect to the imposition of fees.
18 But it never got off the ground during
19 that period. Why it didn't, I can't speak
20 to.

21 CHAIRWOMAN FORD: Excuse me, if I
22 might. I know that I reached out to the
23 previous administration because I know
24 you would definitely --

25 LEGISLATOR BYNOE: I'm not trying to

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2 hold them accountable for it.

3 CHAIRWOMAN FORD: No, no. They
4 weren't. But I just want to say that I
5 think that the original company was the
6 red light camera people, and for some odd
7 reason, we entered into an agreement and
8 we signed the contract with them. And
9 despite trying to get the Administration
10 to let us know where it stood, they never
11 -- you know, we wanted to know, like with
12 the equipment, did they start putting on
13 the school buses? That company never did
14 anything. So I think that that's what
15 happened. And I think when the new
16 administration took over, they could not
17 get any, basically, any responses from
18 them because --

19 LEGISLATOR BYNOE: So I'm not
20 arguing that at all. The ship has sailed.
21 The three towns and the cities have
22 embarked on their own road. I just want
23 to make sure that we don't get saddled
24 with a whole bunch of of burden. It
25 doesn't sound like much when you start

1
2 looking at it.

3 EXECUTIVE DIRECTOR MELI: They had
4 issued 12,000 tickets as of the last
5 *Newsday* article. I don't remember when
6 that was.

7 MR. MONTEFINISE: Thomas
8 Montefinise, Deputy County Attorney.

9 Legislator Bynoe, on your point as
10 well, this agreement was heavily
11 negotiated. The indemnification clause is
12 very strong on our end. In addition to
13 that, we got a majority of the terms that
14 we asked for on this agreement. So this
15 was heavily negotiated. Indemnification
16 is very strong in favor of the County on
17 this item and everything that we could
18 put in there that we could strengthen and
19 argue and get for the County, we did.

20 LEGISLATOR BYNOE: I appreciate you
21 making those statements for the record in
22 the event that, later on don't come back
23 crying that you need something from us.
24 Because I just I just feel like, we don't
25 even know how many -- we can't project

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2 how many cases we might get monthly. We
3 already have a robust calendar down there
4 for these type of adjudications for
5 traffic violations. Next year, I don't
6 want to hear that we have to hire two new
7 hearing officers to adjudicate cases at
8 the expense of the County.

9 EXECUTIVE DIRECTOR MELI: Before we
10 go there, we're already two short, I
11 might say, before we get into this
12 earlier trouble (laughter).

13 LEGISLATOR BYNOE: (Laughter) So
14 you've said that this is the best we can
15 do and we've got what we wanted and we
16 have what we need, then let's move
17 forward. It is what it is. I want the
18 kids to be safe going to and from school.
19 But again, I don't want us to be at the
20 mercy of this, what I'm nervous to be,
21 underfunded mandate by negotiating terms
22 that seem pretty light to me.

23 EXECUTIVE DIRECTOR MELI: If I
24 might, the State legislature apparently
25 has developed a habit of directing that

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2 TPVA be the adjudicating agency. They
3 recently established a Work Zone Speed
4 Camera Program where they're going to
5 have portable speed cameras that are
6 assigned to work zones on limited access
7 state highways. That provides for us to
8 do the adjudications and to share
9 absolutely none of the fine money.

10 LEGISLATOR BYNOE: That's a passed
11 piece --

12 EXECUTIVE DIRECTOR MELI: That's a
13 passed piece of legislation in the State
14 Legislature.

15 LEGISLATOR BYNOE: Yeah, I'm coming
16 out of a field of public housing to which
17 we had more unfunded mandates than funded
18 mandates. I'm not a fan of that. I think
19 if we're going to put responsibility on
20 any municipality or special district or
21 agency that we need to fund those things.
22 It's just not right, because then it gets
23 passed on to our taxpayers or in some
24 other type of fee or some service that we
25 have to cut in some other way. So I'm not

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2 a fan of that. I'm only becoming aware of
3 what you're telling me right now. And,
4 you know, listen, I think I'm fair and
5 balanced in how I like to see things and
6 how I like to have my voice heard. And I
7 would strongly oppose any other unfunded
8 mandates coming to TPVA. I don't care
9 where they come from.

10 So you guys heard me on this issue.
11 So we know exactly how many TPVA hearing
12 officers we have now, and if you come
13 back asking for more, I'm not going to be
14 happy. Okay. Thank you.

15 CHAIRWOMAN FORD: Legislator
16 Schaefer.

17 LEGISLATOR SCHAEFER: Hi, Judge
18 Meli, how are you?

19 EXECUTIVE DIRECTOR MELI:
20 Legislator.

21 LEGISLATOR SCHAEFER: I just had one
22 question. How much work does the Town
23 do? Is the Town doing the bulk of the
24 work. I just kind of want to hear exactly
25 what --

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2 EXECUTIVE DIRECTOR MELI: They or
3 their vendor are doing the great majority
4 of the work, yes.

5 LEGISLATOR SCHAEFER: The extent of
6 our work includes what, basically?

7 EXECUTIVE DIRECTOR MELI: Extent of
8 our work is conducting a hearing. A TPVA
9 lawyer will prosecute the case, a TPVA
10 judge will decide the case. The result of
11 the hearing will be recorded on their
12 software, the Town or their vendor's
13 software, which we have access to as
14 well. And that's where it ends. We don't
15 handle motions, we don't handle appeals.

16 LEGISLATOR SCHAEFER: Okay. Thank
17 you.

18 CHAIRWOMAN FORD: Legislator
19 DeRiggi-Whitton.

20 LEGISLATOR DERIGGI-WHITTON: Paul,
21 what is your what is your title now?
22 You're in charge of --

23 EXECUTIVE DIRECTOR MELI: Executive
24 Director.

25 LEGISLATOR DERIGGI-WHITTON: Of

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2 TPVA?

3 EXECUTIVE DIRECTOR MELI: Yes.

4 LEGISLATOR DERIGGI-WHITTON: Okay. I
5 thought so. I just wasn't sure if you
6 were still there or if you were working
7 for a different -- I wasn't sure how long
8 your term was.

9 I just have a quick question. If
10 first of all, I know Glen Cove, as you
11 know, is very interested in doing this.
12 Actually, I'm texting a couple of the
13 council people that can't wait to do it.
14 And North Hempstead also requested the
15 copy of the agreement.

16 EXECUTIVE DIRECTOR MELI: Yeah, I
17 gave it to them.

18 LEGISLATOR DERIGGI-WHITTON: Yeah.
19 So you're talking about a lot of cases
20 being heard. I mean, do you really think
21 that the staffing that you have now is
22 going to be able to handle that?

23 EXECUTIVE DIRECTOR MELI: Again,
24 supplemented by the two that we recently
25 lost? Yes.

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2 LEGISLATOR DERIGGI-WHITTON: Okay,
3 great. Um, the other thing I have a
4 question about, the term itself
5 terminates on December 31st, 2028. So, I
6 mean, should we maybe enter into a
7 shorter agreement just to make sure that
8 our expenses don't become an issue that
9 we actually lose money on this or?

10 EXECUTIVE DIRECTOR MELI: Well, all
11 I can say is if the program works the way
12 it's supposed to, hopefully by 2028,
13 there won't be any more of these tickets.

14 LEGISLATOR DERIGGI-WHITTON: I hope
15 so, too. That's the whole reason why
16 we're doing it.

17 EXECUTIVE DIRECTOR MELI: With the
18 recidivism rate being as low as it is,
19 that was always the hope, even when the
20 County program, you know, the greatest
21 hope is that it would only be around for
22 a short period of time.

23 LEGISLATOR DERIGGI-WHITTON: I hope
24 so. I'm kind of the one that I'd like to
25 try it for a little while just to make

1
2 sure, especially once you get Glen Cove
3 and all these other areas joining.

4 EXECUTIVE DIRECTOR MELI: We could
5 also terminate upon 90 days notice, by
6 the way.

7 LEGISLATOR DERIGGI-WHITTON: You can
8 terminate upon 90 days notice at any
9 time?

10 EXECUTIVE DIRECTOR MELI: Yes.

11 LEGISLATOR DERIGGI-WHITTON: Okay.
12 Well, that's good. So maybe that would in
13 that case, give you an opportunity to
14 renegotiate the fee, because from what
15 we're seeing, the Town is going to get
16 \$101 for every ticket and we're going to
17 get \$38.

18 EXECUTIVE DIRECTOR MELI: Yeah. And
19 the alternative is to get nothing.

20 LEGISLATOR DERIGGI-WHITTON: Well,
21 like they said, we try not to say that.
22 I've had that happen with developments in
23 Glen Cove.

24 EXECUTIVE DIRECTOR MELI: I mean, I
25 look at things as a lawyer and as a

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2 judge. You look at the law, we get zero.

3 LEGISLATOR DERIGGI-WHITTON: But if
4 you if you expect zero, you get zero. I
5 look at it as, you know, I remember
6 hearing that with developments. I've
7 heard it so many times. And I just think
8 it's good to keep the bar up a little
9 higher. And again, look, we were very
10 much in support of it when the County did
11 it. And honestly, I think that the delay
12 that the County did, and I'm not saying
13 anybody's at fault, but we lost out on an
14 opportunity for good revenue. And I don't
15 blame the cities and the towns for
16 stepping in. They were excited to do it
17 when they heard about it.

18 All right. Well, I guess, we'll see
19 what happens. We'll see how much time it
20 takes up. And, hopefully you're right.
21 Hopefully, the expenses won't be too
22 high. And if it is, then I guess we could
23 give the 90 day notice and renegotiate.

24 But again, I think we really do have
25 a strength here because they need TPVA.

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2 Glen Cove can't do this without us
3 stepping in. Long Beach can't do it
4 without stepping in.

5 EXECUTIVE DIRECTOR MELI: Under the
6 law, we have to. We can't walk away from
7 our legal obligation. If the Legislature
8 says we have to perform, we have to
9 adjudicate these tickets, far be it from
10 us to refuse to do so. I mean, that's a
11 reality. I don't like it, but that's the
12 reality.

13 LEGISLATOR DERIGGI-WHITTON: Right.
14 But again, we have to do it. But we're
15 the only ones who can do it. So we have
16 an advantage in that sense.

17 EXECUTIVE DIRECTOR MELI: So what,
18 do we do it badly?

19 LEGISLATOR DERIGGI-WHITTON: No, but
20 I think we should ask for half of what
21 they get. Honestly, that's what I would
22 feel good with.

23 EXECUTIVE DIRECTOR MELI: What would
24 your leverage be?

25 LEGISLATOR DERIGGI-WHITTON: That we

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2 are the only ones who can provide the
3 service.

4 EXECUTIVE DIRECTOR MELI: And then
5 you get involved in a lawsuit to compel
6 us to perform our legal obligation.

7 LEGISLATOR DERIGGI-WHITTON: True.
8 But I think that as a judge, you know --

9 EXECUTIVE DIRECTOR MELI: As a judge
10 I know exactly what I'm talking about.

11 LEGISLATOR DERIGGI-WHITTON: You
12 would want to say. Okay, let's see what's
13 fair. Maybe they should split it. And
14 that's usually what happens.

15 EXECUTIVE DIRECTOR MELI: What's
16 fair within the law, Legislator.

17 LEGISLATOR DERIGGI-WHITTON: Correct.
18 But the bottom line is we do have an
19 advantage. We have you we have a service
20 that they need.

21 MR. MONTEFINISE: I'm sorry,
22 Legislator. There is something to be
23 said, though, for the indemnification
24 language and there's something to be said
25 that they are going to be taking on any

1
2 motions or appeals. So there's something
3 to be said for that. We are not going to
4 be obligated per this agreement with
5 indemnification. They're going to have to
6 step in if there's any issues, and that's
7 going to be on the Town and that's the
8 liability on the Town.

9 LEGISLATOR DERIGGI-WHITTON: So how
10 is that going to work? Who's going to
11 actually do the appeals and everything?

12 MR. MONTEFINISE: That will be the
13 Town.

14 LEGISLATOR DERIGGI-WHITTON: But
15 hold on. Just follow me one second. Do
16 they have the ability to do it if they
17 can't adjudicate it? They told us that
18 TPVA was the only one who can adjudicate
19 it, but now you're telling me the Town
20 can handle the appeals?

21 EXECUTIVE DIRECTOR MELI: We
22 adjudicate. It's a civil matter. All we
23 have to do is provide a judge, a clerk
24 and a stenographer. If we adjudicate,
25 that's all we're obligated to do. We

1
2 don't have to prosecute under the law. We
3 don't have to handle the appeals under
4 the law. And as evidenced by this
5 agreement, we don't have to handle
6 motions under the law.

7 LEGISLATOR DERIGGI-WHITTON: So the
8 State decided that only the County -- I
9 mean, I'm just going by clarification
10 here. The State said that the County TPVA
11 has to adjudicate these cases. However,
12 they're okay with the Town Attorney and
13 the City Attorney handling appeals and
14 everything else motions and everything
15 else.

16 EXECUTIVE DIRECTOR MELI: Exactly.

17 MR. MONTEFINISE: It's their
18 program.

19 LEGISLATOR DERIGGI-WHITTON:
20 Interesting. So would that be like a
21 conflict? Like what if what if the City
22 of Glen Cove, with all due respect,
23 screws up a motion? Is the County going
24 liable on any level?

25 EXECUTIVE DIRECTOR MELI: Then they

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just screwed up one of their cases.

LEGISLATOR DERIGGI-WHITTON: Is the County going to be liable on any level?

MR. MONTEFINISE: Not per the indemnification language.

LEGISLATOR DERIGGI-WHITTON: Okay. Okay, good. All right.

CHAIRWOMAN FORD: Legislator Walker.

LEGISLATOR WALKER: I'm not going to belabor it, but, you know, I think it's just typical of the State to impose a lot of work on the County with very little compensation. And I just think that's very, very sad. Not that it changes anything. And like you said, we have to do it. So better that we get something from it, than not. As you said, Hempstead is doing it. But as of now, Glen Cove is not doing it. Long Beach is -

LEGISLATOR DERIGGI-WHITTON: They're all set to do it.

EXECUTIVE DIRECTOR MELI: They'll be doing it, so will North Hempstead.

LEGISLATOR WALKER: Town of North

1
2 Hempstead is not though presently, nor is
3 the Town of Oyster Bay.

4 EXECUTIVE DIRECTOR MELI: North
5 Hempstead may have passed their local
6 law.

7 LEGISLATOR DERIGGI-WHITTON: I think
8 Glen Cove did too. Yeah, I think they're
9 all lined up.

10 EXECUTIVE DIRECTOR MELI: Oyster Bay
11 is contemplating it.

12 LEGISLATOR WALKER: Yeah. I hope
13 they do because our purpose to do it is,
14 I have multiple contacts from parents,
15 from schools, from PTAs, saying how many
16 cars are running by bus stops when the
17 kids are waiting there for the bus. And
18 we had, thank God, a one of our crossing
19 guards over by Hicksville Middle School
20 literally jumped out to save a kid who
21 the person was going right past. It's a
22 serious situation. It's really just to
23 keep our kids safe. That's what we
24 wanted. Yes, it makes some money, but
25 you want to make sure our kids are safe

1
2 and people on the roads don't often think
3 about that.

4 And I would imagine when you do have
5 -- I know when Hempstead first started
6 it, there were some people complaining
7 that, well, now I have three or four
8 tickets or whatever. Well, you didn't
9 learn the first time? So if that person
10 would come before you, you'd do all my
11 tickets or you have to --

12 EXECUTIVE DIRECTOR MELI: Yeah. And
13 the fine increases with every violation
14 within a certain period of time, yes.

15 LEGISLATOR WALKER: So in your
16 system you would know that person a got
17 four tickets.

18 EXECUTIVE DIRECTOR MELI: Absolutely.

19 EXECUTIVE DIRECTOR MELI: And I just
20 have to say that -- everybody is probably
21 used to a red light camera ticket? I
22 don't want to assume anything. But these
23 are not always as clear cut as those are.

24 LEGISLATOR WALKER: Right. And I do
25 understand. On roads that are four lane

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2 roads and a buses stopped and you're in
3 the right hand lane heading south and
4 heading north, there's a bus stopped in
5 that far lane, with the traffic you
6 really might not notice there is a bus
7 stopped over there. So I guess if that
8 person got caught doing something, and
9 they want to argue it, they probably do
10 have a leg to stand on. I couldn't even
11 tell there was a bus stopped on that side
12 of the road. So, there are issues I guess
13 they have to iron out. But thank you for
14 all you're doing. And, like I said, I
15 hope this keeps our kids safe.

16 EXECUTIVE DIRECTOR MELI: Thank you.

17 LEGISLATOR DERIGGI-WHITTON: Judge,
18 do you happen to have a copy of that
19 mandate from the State that we have to do
20 this? I haven't seen that.

21 EXECUTIVE DIRECTOR MELI: It's
22 1174-a.

23 LEGISLATOR DERIGGI-WHITTON: Thanks.

24 CHAIRWOMAN FORD: Thank you very
25 much.

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2 All those in favor of passing Item
3 139-23, please signify by saying, "Aye".

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

7 CHAIRWOMAN FORD: Any opposed?

8 (Whereupon, no verbal
9 response.)

10 CHAIRWOMAN FORD: The item passes
11 unanimously.

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2 CHAIRWOMAN FORD: Item 142-23, a
3 resolution requesting the Legislature of
4 the State of New York to enact and the
5 Governor to approve an act to amend the
6 Retirement and Social Security law in
7 relation to providing certain death
8 benefits to county fire marshals,
9 supervising fire marshals, fire marshals,
10 assistant fire marshals, assistant chief
11 fire marshals, chief fire marshals and
12 division supervising fire marshals
13 employed by Nassau County.

14 LEGISLATOR WALKER: So moved.

15 CHAIRWOMAN FORD: Moved by
16 Legislator Walker, seconded by Legislator
17 Giuffre.

18 Any questions?

19 (Whereupon, no verbal
20 response.)

21 CHAIRWOMAN FORD: All those in favor
22 of passing this Item, please signify by
23 saying, "Aye".

24 (Whereupon, all members of
25 the Rules Committee respond in

favor with, "Aye".)

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: The item passes
unanimously.

CHAIRWOMAN FORD: Item 143-23, a
resolution to confirm the County
Executive's appointment of Marco Troiano
to the Nassau County Industrial
Development Agency.

Moved by Legislator Schaefer,
seconded by Legislator Walker.

All those in favor of passing this
appointment, please signify by saying,
"Aye".

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

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: The item passes
unanimously.

CHAIRWOMAN FORD: Now, I have a motion to untable B-1-23. It's a resolution authorizing the County Executive to award and execute a contract between the County of Nassau acting on behalf of the Nassau County Department of Public Works and John B. Picone. Do I have a motion to one table?

Moved by Legislator Giuffre, seconded by Legislator Schaefer.

All those in favor of untabling, please signify by saying, "Aye".

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

CHAIRWOMAN FORD: The item is before us.

Good evening, sir.

COMMISSIONER ARNOLD: Ken Arnold, Public Works.

B-1-23 is a construction contract for the installation of hot and chilled piping at the Bay Park sewage treatment plant. We received seven bids and Picone

was the lowest responsible bidder at \$18.2 Million. This contract is being reimbursed by FEMA. The MWBE contribution is 17%.

CHAIRWOMAN FORD: Any questions from the legislators?

(Whereupon, no verbal response.)

CHAIRWOMAN FORD: No. I feel bad. I didn't realize it was you. I would have called you second.

LEGISLATOR DERIGGI-WHITTON: This was tabled, I believe, because the Inspector General had questions?

COMMISSIONER ARNOLD: Yes and she issued a report this morning that cleared everything.

LEGISLATOR DERIGGI-WHITTON: Okay. Thank you.

CHAIRWOMAN FORD: Thank you very much.

All those in favor of passing this Item, please signify by saying, "Aye".

(Whereupon, all members of

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the Rules Committee respond in
favor with, "Aye".)

CHAIRWOMAN FORD: Any opposed?

(Whereupon, no verbal
response.)

CHAIRWOMAN FORD: The item passes
unanimously.

We have nothing else before us.
Motion to adjourn. Legislator Schaefer,
seconded by Legislator Walker.

Good night, everyone. Everybody have
a blessed Easter and a blessed Passover.
Favor. We're adjourned. Thank you.

All in favor signify by saying,
"Aye".

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

CHAIRWOMAN FORD: We're adjourned.
Thank you.

(Whereupon, the Rules
Committee meeting is adjourned,
6:40 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 3rd day of April, 2023.

Karen Lorenzo

Karen Lorenzo

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